

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

ATHLETIC COMMITTEE

April 21, 2022

Item G.14. University of Louisiana at Lafayette's request for approval of a contract with Mr. Christopher McBride, Head Soccer Coach, effective March 7, 2022.

EXECUTIVE SUMMARY

Under the proposed agreement effective through January 1, 2027, Coach's salary for each year is \$75,000. In addition, the University may provide Coach with an annual automobile allowance of \$6,000 if a vehicle is not provided by a dealership, an annual cell phone allowance of \$960, and reimbursement of an amount totaling no more than 10% of Coach's annual salary for reasonable costs incurred for relocation.

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

- **Academic Achievement Compensation.** \$2,000 upon the happening of the following event which occurs earliest in any year of this contract *and* the team academic performance report (APR) is above 930:
 - The Soccer Program earns an annual academic grade point average of 3.0 or above during the fall semester of any year of this Contract, as reported to the Conference; or
 - The Soccer Program earns an annual academic grade point average of 3.0 or above during the spring semester of any year of this Contract, as reported to the Conference; or
 - The graduation success rate of the Soccer Program as reported by the NCAA exceeds 80%.

- **Performance Achievement Compensation.** Coach shall receive all of the following which may apply per Soccer season:
 - \$1,500 if the Soccer Team wins its Conference regular-season championship;
 - \$1,000 if the Soccer Team wins its Conference division championship;
 - \$1,500 if the Soccer Team wins its Conference Women's Soccer tournament championship; and
 - \$2,000 if the Soccer Team appears in the NCAA Women's Soccer tournament; and,

- The greater of:
 - \$1,000 if the Soccer Team appears in the Sweet Sixteen round of the NCAA Women's Soccer tournament;
 - \$1,500 if the Soccer Team appears in the Elite Eight round of the NCAA Women's Soccer tournament;
 - \$2,500 if the Soccer Team appears in the Final Four round of the NCAA Women's Soccer tournament; or
 - A payment equivalent to 1 month of Coach's then-current Base Salary if the Soccer Team wins the NCAA Women's Soccer tournament championship.
- **Coaching Recognition Achievement Compensation.** \$1,000 if Coach is named Coach of the Year by either the Conference or the Louisiana Sports Writers Association, provided that only one such payment shall be issued even if Coach is named Coach of the Year by both organizations; and \$3,000 if Coach is named the National Coach of the Year by United Soccer Coaches or CaptainU, provided that only one such payment shall be issued even if Coach is named Coach of the Year by both organizations.

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

If the Coach terminates the Contract prior to the expiration of its term, Coach shall be liable to the Foundation for liquidated damages in the amount of \$15,000. Such liquidated damages shall be reduced by 25% if Dr. Bryan Maggard is no longer serving as the University's Vice President for Intercollegiate Athletics or a substantially similar role on the date of notice of termination.

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Lafayette's request for approval of a contract with Mr. Christopher McBride, Head Soccer Coach, effective March 7, 2022.



March 31, 2022

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

Dear Dr. Henderson:

This is to request approval of the attached contract between the University of Louisiana at Lafayette and Mr. Christopher McBride, Head Soccer Coach. Additionally, the UL Lafayette Foundation document which accompanies the agreement is being submitted for approval.

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

Sincerely,

A handwritten signature in blue ink, appearing to read 'E. Savoie', with a large loop at the end.

E. Joseph Savoie
President

SVC

Attachment

**CONTRACT FOR EMPLOYMENT
HEAD SOCCER COACH**

STATE OF LOUISIANA

PARISH OF LAFAYETTE

THIS CONTRACT FOR EMPLOYMENT (“Contract”) is made and effective the 7th day of March, 2022 (“Effective Date”), by and between the BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM (“Board”), a public constitutional corporation organized and existing under the laws of the State of Louisiana, acting herein on behalf of the UNIVERSITY OF LOUISIANA AT LAFAYETTE (“University”), represented herein by Dr. E. Joseph Savoie, the duly authorized University President (“President”); and CHRISTOPHER MCBRIDE (“Coach”). The Board and Coach may be collectively referred to herein as the “parties” and each may be referred to individually as a “party.” This Contract is subject to the approval of the Board; therefore the terms and conditions set forth in this Contract shall be considered a valid contract only upon execution by the parties and written approval by the Board.

WITNESSETH

WHEREAS, University desires to utilize the services of Coach as Head Soccer Coach under the terms and conditions as set forth herein; and

WHEREAS, Coach desires to provide his services as Head Coach of University’s Soccer Program (the “Soccer Program”) under the terms and conditions as set forth herein.

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

1. **Employment.** University hereby employs Coach as Head Coach of its Soccer Program, and Coach hereby agrees to and accepts such employment. Coach shall be responsible to, and shall report directly to, University’s Vice President for Intercollegiate Athletics (“VPIA”). Coach shall also be under the general supervision of President.
2. **Term.**
 - a. **Initial Term.** This Contract’s term shall commence on the Effective Date, and shall continue in effect until January 1, 2027 (“Initial Term”).
 - b. **Automatic Extension.** The term of this Contract shall be automatically extended for one (1) additional year each time during the Initial Term of this Contract the Soccer Program (i) wins the regular-season Women’s Soccer team championship of the Sun Belt Conference or any other conference of which University may become a member during the Term of the Contract (the “Conference”) or (ii) wins the Conference Women’s Soccer tournament championship.
 - c. **Extension by Agreement.** In addition to Section 2(b), above, the parties may agree in writing to extend this Contract for an additional year for each year VPIA or VPIA’s

designee determines Coach has met all annual performance targets after an annual evaluation as set forth in Section 13 herein.

- d. **Renewal.** This Contract is renewable for an additional term equivalent to the length of the Initial Term, following the expiration of the Initial Term and any applicable extensions as provided by Sections 2(b) and 2(c). Such renewal shall be solely at the option of University and subject to approval by Board and Coach, and shall not be automatic. If, after expiration of the Initial Term and any written term extensions thereof, University continues to accept Coach's services as Head Soccer Coach without execution of a new contract or an amendment to extend or renew the term of this Contract, Coach's employment as Head Soccer Coach shall be on a month-to-month employment-at-will basis.

3. **Duties and Responsibilities.** Coach shall manage and supervise the Soccer Program and shall perform such other duties in the University athletic program as VPIA and/or President may reasonably assign. Specifically, Coach shall:

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

- f. Utilize best efforts to ensure Soccer student-athletes conduct themselves in a manner reflecting a positive image for University at all times during their tenure as participants in University's athletic programs.
- g. Adhere to and promote University's standards for the academic performance of its student-athletes in his recruitment, supervision, and coaching of the student-athlete members of the Soccer Program.
- h. Lead public relations programs for the Soccer Program and develop campus and community support for the Soccer Program.
- i. Maintain effective relations with governing boards, associations, conferences, and University's alumni, students, faculty, and staff.
- j. Participate in fundraising efforts with private donors, corporate sponsors, and others for the benefit of the Soccer Program as reasonably requested by University and the University of Louisiana at Lafayette Foundation ("Foundation").
- k. Create an environment in which admissions, financial aid, academic eligibility, and recruiting will be conducted properly.
- l. Comply with all state and federal laws, as well as policies, rules, regulations, and interpretations of University, Board, the National Collegiate Athletic Association ("NCAA"), and the Conference, as now constituted or as may be amended during the Term hereof, including:
 - i. Understanding and observing NCAA Regulation 11.1.1.1, providing "[a]n institution's head coach is presumed to be responsible for the actions of all institutional staff members who report, directly or indirectly, to the head coach. An institution's head coach shall promote an atmosphere of compliance within his or her program and shall monitor the activities of all institutional staff members involved with the program who report, directly or indirectly, to the coach";
 - ii. Implementing education and monitoring programs to ensure all persons under Coach's supervision (including without limitation, assistant Soccer coaches, student-athlete members of the Soccer Team, graduate assistants, and Soccer operations staff members) comply with the aforesaid laws, policies, rules, regulations, and interpretations; and
 - iii. Immediately informing University's Compliance Officer of any suspected violation and assisting with the investigation and reporting thereof.
- m. Ensure the Soccer Program complies with all applicable state and federal laws and University and Board policies concerning intercollegiate athletics, including, without limitation, Title IX of the Educational Amendments of 1972, 20 U.S.C. § 1681 *et seq.*, the Americans with Disabilities Act, 42 U.S.C. § 12101, *et seq.*, and all state and federal non-discrimination laws.

- n. Promote University's commitment to equal opportunity and affirmative action in personnel actions.
- o. Adhere to and carry out other directives and responsibilities as may be given by VPIA and/or President from time to time.

4. Base Salary.

- a. In consideration for the services of Coach and satisfactory performance of the conditions of this Contract, University agrees to pay Coach an annual base salary of Seventy-Five Thousand Dollars and NO/100 (\$75,000.00), payable in equal monthly installments of Six Thousand Two Hundred Fifty Dollars and NO/100 (\$6,250.00) on the last day of each month ("Base Salary"). The compensation paid shall be subject to the same payroll deductions that apply to University's non-academic administrative employees. All salary payments shall be subject to withholding and other applicable taxes. Coach shall receive all applicable State of Louisiana authorized general salary increases for which he is eligible. Any such increases are incorporated herein by reference to the same extent as if this Contract was amended to incorporate same.
- b. In the event that this Contract is extended beyond January 1, 2027, pursuant to Section 2(b), above, Coach's Base Salary for the extended period shall not be less than Coach's Base Salary for the final year of the Initial Term.

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

6. Additional Benefits. University shall also pay to Coach the following additional benefits which shall not be considered earned compensation for the purpose of computation of retirement benefits:

- a. **Automobile Allowance.** An annual automobile allowance in the amount of Six Thousand Dollars and NO/100 (\$6,000.00), paid in equal monthly installments of Five Hundred Dollars and NO/100 (\$500.00);
- b. **Cellular Telephone Allowance.** A cellular telephone allowance of Eighty Dollars and NO/100 (\$80.00) per month; and
- c. **Relocation Costs.** Reimbursement of an amount totaling no more than ten percent (10%) of Coach's Base Salary based on the lowest of three (3) quotes. Any such reimbursement pursuant to this Section 6(c) shall be subject to any and all University policies, any applicable Board policies, and any applicable Foundation policies.

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

- a. **Assistant Soccer Coaches.** Coach may select and retain as many as two (2) full-time, paid Assistant Soccer Coaches designated to perform coaching duties.

- b. **Chief of Staff.** Coach may select and retain one (1) full-time, paid Chief of Staff.
- c. Coach, in consultation with VPIA and the Office of Human Resources, shall have the discretion to distribute the funding for these positions as deemed applicable and appropriate.

8. Achievement Compensation.

- a. **Head Coach Achievement Compensation.** During Coach's employment as Soccer Coach, University shall pay Coach each year using Foundation's Unrestricted Athletic Foundation Accounts, the following Achievement Compensation in recognition of his efforts in contributing to the occurrence of the following achievements:

- i. **Academic Achievement Compensation.** A payment of Two Thousand Dollars and NO/100 (\$2,000.00) upon the happening of the following event which occurs earliest in any year of this Contract, if at all, provided that University has been notified that the Soccer Team's cumulative Academic Performance Report (APR) average is above 930:

- 1. The Soccer Program earns an annual academic grade point average of 3.0 or above during the fall semester of any year of this Contract, as reported to the Conference; or
- 2. The Soccer Program earns an annual academic grade point average of 3.0 or above during the spring semester of any year of this Contract, as reported to the Conference; or
- 3. The graduation success rate of the Soccer Program as reported by the NCAA exceeds eighty percent (80%).

- ii. **Performance Achievement Compensation.** In addition to any payment set forth in Section 8(a)(i), Coach shall receive all of the following which may apply per Soccer season:

- 1. One Thousand Five Hundred Dollars and NO/100 (\$1,500.00) if the Soccer Team wins its Conference regular-season championship;
- 2. One Thousand Dollars and NO/100 (\$1,000.00) if the Soccer Team wins its Conference division championship;
- 3. One Thousand Five Hundred Dollars and NO/100 (\$1,500.00) if the Soccer Team wins its Conference Women's Soccer tournament championship; and
- 4. Two Thousand Dollars and NO/100 (\$2,000.00) if the Soccer Team appears in the NCAA Women's Soccer tournament;

and

5. The greater of:
 - a. One Thousand Dollars and NO/100 (\$1,000.00) if the Soccer Team appears in the Sweet Sixteen round of the NCAA Women's Soccer tournament;
 - b. One Thousand Five Hundred Dollars and NO/100 (\$1,500.00) if the Soccer Team appears in the Elite Eight round of the NCAA Women's Soccer tournament;
 - c. Two Thousand Five Hundred Dollars and NO/100 (\$2,500.00) if the Soccer Team appears in the Final Four round of the NCAA Women's Soccer tournament; or
 - d. A payment equivalent to one (1) month of Coach's then-current Base Salary if the Soccer Team wins the NCAA Women's Soccer tournament championship.
- iii. **Coaching Recognition Achievement Compensation.** In addition to any payment set forth in Sections 8(a)(i) and 8(a)(ii), Coach shall receive all of the following which may apply:
 1. One Thousand Dollars and NO/100 (\$1,000.00) if Coach is named Coach of the Year by either the Conference or the Louisiana Sports Writers Association, provided that only one such payment shall be issued even if Coach is named Coach of the Year by both organizations; and
 2. Three Thousand Dollars and NO/100 (\$3,000.00) if Coach is named the National Coach of the Year by United Soccer Coaches or CaptainU, provided that only one such payment shall be issued even if Coach is named Coach of the Year by both organizations.
- b. **Assistant Coach Achievement Compensation.** University acknowledges the Soccer Assistants will contribute valuably to the occurrence of the Soccer Program's achievements. In recognition of such contributions, University shall pay to each paid Soccer Assistant, with funds provided by the Foundation from the Foundation's Unrestricted Athletic Foundation Accounts, an Achievement Compensation payment equal to twenty-five percent (25%) of all Achievement Compensation payments issued to Coach during the Soccer Assistant's employment as a Soccer Assistant. Any Assistant Coach Achievement Compensation shall be issued separately from and in addition to any Head Coach Achievement Compensation owed to Coach.
- c. All Achievement Compensation which may be paid pursuant to this Section 8 shall be deemed to have been earned on the date of the event or occurrence prompting the

supplemental compensation payment; payable within thirty (30) days following the event or occurrence prompting the Achievement Compensation payment; and subject to standard federal and state withholdings.

- d. Notwithstanding the foregoing, no coach (including Coach and/or any Soccer Assistant) shall be entitled to any unpaid Achievement Compensation for any year during which said coach has been suspended by University, or during which University has terminated the coach's employment as a coach for cause.

9. Compliance with Law, Policy, and Regulations.

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

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

11. Outside Income and/or Benefits. Coach may earn income and receive benefits from outside sources while employed by University upon approval from President and in accordance with University and Board policies. Coach shall report annually in writing to President through VPIA all athletically-related income or benefits he receives from sources outside University, and Coach shall abide by all NCAA regulations regarding outside compensation. All outside compensation must also comply with the Louisiana Code of Governmental Ethics. Any outside compensation activities shall be considered independent of Coach's University employment; University shall have no responsibility for any claims arising therefrom. Examples of outside income and/or benefits include, without limitation, income or benefits

from (1) endorsement or consultation contracts with apparel companies, equipment manufacturers, or television or radio programs; (2) ownership, control, or management of a foundation, organization, or other entity; and (3) participation in athletic camps outside of those offered by University (see NCAA Bylaw 11.2.2.).

12. **Outside Employment.** Coach agrees that he shall not, personally or through any agent, actively seek, negotiate for, or accept other employment of any nature during the term of this Contract without first having obtained consent from President, which shall not be unreasonably withheld.
13. **Endorsement/Personal Gain.** Coach agrees that he shall not, directly or by implication, use University's name or logos in the endorsement of commercial products or services nor shall he use his employee standing as Head Soccer Coach for personal benefit or gain without prior written approval from President and compliance with Board and University policies. This prohibition includes, but is not limited to, soliciting, accepting, and/or receiving private employment, consultation, gifts, gratuities, speaking engagements, endorsements of commercial products, positions on advisory boards (including those of athletic sporting goods companies, etc.), or a fee based upon any contracts and purchase of goods and services for the Soccer Program. Any violation of this provision may be considered a conflict of interest and grounds for termination for cause.
14. **Evaluation.** VPIA or VPIA's designee shall evaluate Coach annually prior to July 1 of each year of this Contract to determine whether Coach has, in the sole discretion of VPIA or VPIA's designee, achieved annual performance targets which shall be communicated to Coach prior to each Soccer season and from time to time as VPIA or VPIA's designee deems reasonably necessary and warranted.
15. **Termination by University.**
 - a. **Without Cause.**
 - i. University may terminate this Contract without cause in the sole and absolute discretion of President, subject to approval of the President of the University of Louisiana System. In such event, Coach shall receive liquidated damages equivalent to seventy-five percent (75%) of the Base Salary remaining to be paid under the unexpired term of this Contract. Neither University nor the Foundation shall have any other obligations to Coach whatsoever for any other benefits or supplemental compensation. University may, at its sole option, issue such liquidated damages in either a single lump sum within sixty (60) days of the date of termination, or in equal monthly installments through the remaining term of this Contract. All liquidated damages payable pursuant to this Section 15(a)(i) shall be issued from funds provided by the Foundation from its Unrestricted Athletic Foundation Accounts to be used in University's discretion in compliance with Foundation's exempt purpose. All other obligations of University and/or the Foundation to Coach shall cease as of the date of termination.

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

b. For Just Cause.

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

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

- c. **Sole Remedy.** Coach agrees his sole and exclusive remedy, if any, against University and/or the Foundation in the event of termination of this Contract by University for any reason shall be in accordance with the provisions set forth in this Section 15. In no event shall Board, University or Foundation be liable for direct, indirect, special, incidental, or consequential damages.

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

- a. All obligations of University and Foundation for any compensation and/or other benefits to Coach shall cease as of the date of termination, notwithstanding any compensation or incentive compensation actually earned and accrued but unpaid, as well as all expenses incurred in the performance of his duties but not yet reimbursed or otherwise received by the date of the termination, less all applicable taxes and withholdings.
- b. Coach shall pay to Foundation within sixty (60) days of the date of notice of termination a liquidated damages payment of Fifteen Thousand Dollars and NO/100 (\$15,000.00).
- c. For a period of one (1) year after the date of termination, Coach shall not contact or otherwise seek to recruit any high school junior or senior, or rising junior college athlete, whom University has contacted and/or recruited, unless any new institution employing Coach had contacted or recruited such athlete prior to Coach's acceptance of employment with such institution. The obligations created herein shall survive the termination of this Contract and shall continue in full force and effect.
- d. The liquidated damages amounts set forth in Section 16(b) above shall be reduced by twenty-five percent (25%) if Dr. Bryan Maggard is no longer serving as the University's VPIA or in a substantially similar position on the date of notice of termination.

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

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

- a. Coach shall promptly report to the University's Title IX Coordinator/EEO Investigator or Deputy Title IX Coordinator any Known Violation(s) of the University's Sexual Harassment and Other Prohibited Sexual Conduct Policy, the University's Non-Discrimination Policy, the University of Louisiana System's Sexual Misconduct Policy, or the University of Louisiana System's Prohibiting Workplace Harassment and Discrimination Policy (including, but not limited to sexual harassment, sexual assault, sexual exploitation, domestic violence and stalking, discrimination, or discriminatory harassment on the basis of national origin, age (40 years old or older), religion, sex (including pregnancy, gender identity, and transgender status), sexual orientation, disability, genetic information, veteran or military status, or retirement status in admission to, access to, treatment in, or employment in its programs and activities as required by Title VI and Title VII of the Civil Rights Act of 1964) that involve any student, faculty, or staff or that is in connection with a University-sponsored activity or event. Any emergency shall be immediately reported to 911 and/or law enforcement. For purposes of this Contract, a "Known Violation" shall mean a violation or an allegation of a violation of Title IX, the University's Sexual Harassment and Other Prohibited Sexual Conduct Policy, the University of Louisiana System's Sexual Misconduct Policy, Title VI or Title VII of the Civil Rights Act of 1964, the University's Non-Discrimination Policy, or the University of Louisiana System's Prohibiting Workplace Harassment and Discrimination Policy that Coach is aware of or has reasonable cause to believe is taking place or may have taken place.
- b. University may terminate this Contract for cause pursuant to Section 15(b) of this Contract for any determined violation by Coach for failure to report a Known Violation.

19. Morality Clauses.

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

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

21. Miscellaneous.

- a. Coach shall be entitled to utilize the applicable University grievance procedure in place at the time in the event of a University decision which Coach reasonably believes has adversely affected the terms and/or conditions of Coach's employment, including a termination by University pursuant to Section 15(b) of this Contract. The procedure currently in place for this situation is the University's Grievance Procedure for Non-Faculty Unclassified Personnel (Policy Document VI).
- b. This Contract and all claims or disputes arising out of or relating to this Contract shall be exclusively governed by and interpreted in accordance with the laws of the State of Louisiana, without regard to conflicts of law principles.
- c. In the event that any dispute arises between the parties concerning any breach of this Contract, the party alleging a breach by the other must provide written notice to the other describing in detail the alleged breach and allow a sixty-day (60-day) period to cure such breach prior to initiating legal action.
- d. Any and all claims or disputes arising out of or relating to this Contract shall be brought in a court of competent jurisdiction located in the Parish of Lafayette, State of Louisiana. The prevailing party in any judicial determination shall be entitled to recover attorney's fees in addition to any other relief awarded by the Court.
- e. If any provision of this Contract shall be adjudicated void, invalid, unenforceable, or illegal for any reason, it shall be ineffective only to the extent of such determination and the validity and enforceability of all the remaining provisions shall not be affected thereby.
- f. Coach agrees as a condition of his employment to abide by the Drug Free Workplace Act of 1988 and to notify University's Office of Human Resources of any criminal drug conviction for a violation occurring in the workplace as soon as he is made aware of the conviction but in any event not later than five (5) days after such conviction. (Note this is a requirement of federal law for all institutions receiving federal funds.)
- g. University may cancel this Contract at any time upon thirty (30) days' notice without further obligation due to lack of funding, or a determination by its governing board to eliminate the athletics program for lack of funds, or a decision to discontinue the athletics program made in accordance with University policy and procedures.
- h. Coach shall be responsible for any and all income tax liabilities, interest, and/or penalties related to any benefits he receives pursuant to this Contract.
- i. The parties agree and understand the terms of this Contract are subject to its recommendation by President and contingent upon approval of Board.
- j. This Contract supersedes all other agreements between the parties, contains all the terms between the parties, and may be amended only in writing, signed and agreed to by the parties, and approved by Board.
- k. No failure by either party hereto at any time to give notice of any breach by the other party of, or to require compliance with, any condition or provision of this Contract

shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time.

- l. Coach acknowledges he has read and understands the foregoing provisions of this Contract; he has been afforded the opportunity to consult with personal legal counsel; the provisions are reasonable and enforceable; and he agrees to abide by this Contract and the terms and conditions set forth herein.
 - m. This Contract may be executed in one or more counterparts, each of which individually shall be deemed original but all of which together shall constitute one and the same document. An electronic (e.g., Portable Document Format or PDF) copy of the original signature of the representative of a party shall have the same validity as an original signature for the purpose of this Contract. In accordance with La. R.S. § 9:2605B(1) and (2), the parties hereto each agree that this transaction may be conducted by electronic means; and electronic signatures of the parties to this Contract shall be acceptable and satisfactory for all legal purposes, as authorized by the Louisiana Uniform Electronic Transactions Act, La. R.S. § 9:2601 through 9:2621
- 22. Notices.** Any notice required herein shall be provided in writing, and shall be delivered by personal delivery; a nationally-recognized overnight delivery service; or U.S. registered, certified, or first class mail to such party. Any such notice shall be deemed to have been given either at the time of personal delivery; the day after it is transmitted to a nationally-recognized overnight delivery service; or in the case of mail, as of three (3) days after it is mailed.

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

University Designee:

Dr. E. Joseph Savoie, President

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

With copy to:

Dr. Bryan Maggard, Vice President
for Intercollegiate Athletics
University of Louisiana at Lafayette
201 Reinhardt Drive
Lafayette, LA 70506
bryan.maggard@louisiana.edu

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

Coach:

Christopher McBride
201 Reinhardt Drive
Lafayette, LA 70506

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

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

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

Christopher McBride, Coach

DocuSigned by:
Joe Savoie
1405E1487C93461

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

4/7/2022

Date

DocuSigned by:
Christopher McBride
50621C66A04D457...

4/5/2022

Date

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

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

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

STATE OF LOUISIANA

PARISH OF LAFAYETTE

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

The Foundation desires to assist and aid University in the employment of Coach for the position of Head Soccer Coach. To that end, the Foundation accepts and agrees to bind itself for the limited obligations of the Foundation set forth in Sections 8, 15, 16, and 17 of the Contract of Employment for Head Soccer Coach (“Contract”). Any and all sums the Foundation owes pursuant to such Contract shall be paid from Unrestricted Athletic Foundation Accounts. Foundation joins in this Ancillary Agreement for the limited obligations of the Foundation set forth in Sections 8, 15, 16, and 17. No other terms of the Contract shall obligate or bind the Foundation.

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

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

Entered into this ____ day of _____, 2022.

DocuSigned by:
Joe Savoie 4/7/2022
1405E1487C93461...

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

DocuSigned by:
Christopher McBride 4/5/2022
50621C66A04D457...

By: Christopher McBride Date

DocuSigned by:
Thomas L. Kreamer, Jr. 4/7/2022
5F7A8CD7B799456...

By: Thomas L. Kreamer, Jr. Date
Chairman, University of Louisiana
at Lafayette Foundation

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

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.15. University of Louisiana at Lafayette's request for approval of a contract with Mr. Michael Giuliani, Assistant Football Coach/Outside Linebackers, effective February 25, 2022.

EXECUTIVE SUMMARY

Under the proposed agreement effective through January 14, 2024, Coach's annual salary is \$135,000. In addition, the University may provide Coach with an annual automobile allowance of \$3,000 if a vehicle is not provided by a dealership, and an annual cell phone allowance of \$960.

Achievement Compensation shall be paid from the University of Louisiana at Lafayette Foundation accounts:

- **Conference Achievement Compensation.** Coach shall receive a payment equal to the greater of an amount equal to 7.5% of one monthly installment of Coach's base salary if the Football Team wins its Conference Division *or* an amount equal to 15% of one monthly installment of Coach's base salary if the Football Team wins its Conference championship game.
- **Post Season Achievement Compensation.** Coach shall receive an Achievement Compensation payment equal to the greater of an amount equal to 25% of one monthly installment of Coach's base salary if the Football Team appears in a non-New Year's Six Bowl game affiliated with the Conference, provided that Coach coaches the Football Team in such Bowl game *or* an amount equal to one monthly installment of Coach's base salary if the Football Team appears in a New Year's Six Bowl game or a College Football Playoff game, provided that Coach coaches the Football Team in such Bowl game.
- **Power 5 Win Achievement Compensation.** \$2,000 if the Football Team wins a regular-season game versus a non-conference Power 5 opponent.
- **Top 25 Ranking Achievement Compensation.** \$2,000 if the Football Team achieves a Top 25 Final Ranking.

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

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

- 50% of the Base Salary amount to be paid under this contract if such termination occurs within 120 days from the effective date of this contract; or
- 30% of the Base Salary amount to be paid under this contract if such termination occurs more than 120 days from the effective date of this contract and prior to the latter of the Football Program's last Conference game or Conference championship game of the 2023 football season.

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Lafayette's request for approval of a contract with Mr. Michael Giuliani, Assistant Football Coach/Outside Linebackers, effective February 25, 2022.*



March 31, 2022

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

Dear Dr. Henderson:

This is to request approval of the attached contract between the University of Louisiana at Lafayette and Mr. Michael Giuliani, Assistant Football Coach. Additionally, the UL Lafayette Foundation document which accompanies the agreement is being submitted for approval.

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

Sincerely,

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

E. Joseph Savoie
President

svc

Attachment

**CONTRACT FOR EMPLOYMENT
ASSISTANT FOOTBALL COACH**

STATE OF LOUISIANA

PARISH OF LAFAYETTE

THIS CONTRACT FOR EMPLOYMENT (“Contract”) is made effective the 25th day of February, 2022 (“Effective Date”), by and between the BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM (“Board”), a public constitutional corporation organized and existing under the laws of the State of Louisiana, acting herein on behalf of the UNIVERSITY OF LOUISIANA AT LAFAYETTE (“University”), represented herein by Dr. E. Joseph Savoie, the duly authorized University President (“President”); and MICHAEL GIULIANI (“Coach”). The Board and Coach may be collectively referred to herein as the “parties” and each may be referred to individually as a “party.” This Contract is subject to the approval of the Board; therefore, the terms and conditions set forth in this Contract shall be considered a valid contract only upon execution by the parties and written approval by the Board.

WITNESSETH

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

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

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

1. **Employment.** University hereby employs Coach as Assistant Coach of its Football Program, and Coach hereby accepts such employment. Unless otherwise directed by University’s Head Football Coach and/or University’s Vice President for Intercollegiate Athletics (“VPIA”), Coach shall serve as the Assistant Coach – Outside Linebackers for the Football Program. Coach shall be responsible to, and shall report directly to, University’s Head Football Coach. Coach shall also be under the general supervision of VPIA and President.
2. **Term.**
 - a. **Initial Term.** This Contract’s term shall be deemed to have commenced on the Effective Date and shall continue in effect until January 14, 2024 (“Initial Term”).
 - b. **Renewal.** This Contract is renewable solely at the option of University and subject to approval by Board and Coach; however, if, after expiration of the Initial Term and any written term extension thereof, University continues to accept Coach’s services without execution of a new contract or an extension of this Contract, Coach’s employment shall be on a month-to-month employment-at-will basis.

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

- i. An amount equal to seven and one-half percent (7.5%) of one (1) monthly installment of Coach's base salary if Football Team wins its Conference division; or
 - ii. An amount equal to fifteen percent (15%) of one (1) monthly installment of Coach's base salary if Football Team wins its Conference championship game.
 - b. **Post-Season Achievement Compensation**. In addition to any payment set forth in Section 7(a), Coach shall receive an Achievement Compensation payment equal to the greater of:
 - i. An amount equal to twenty-five percent (25%) of one (1) monthly installment of Coach's base salary if the Football Team appears in a non-New Year's Six Bowl game affiliated with the Conference, provided that the Football team finished with a final regular season record of seven wins and that Coach coaches the Football Team in such Bowl game; or
 - ii. An amount equal to one (1) monthly installment of Coach's base salary if the Football Team appears in a New Year's Six Bowl game or a College Football Playoff game, provided that Coach coaches the Football Team in such Bowl game.
 - c. **Power 5 Win Achievement Compensation**. In addition to any payment set forth in Section 7(a)-(b), Coach shall receive Two Thousand Dollars and NO/100 (\$2,000.00) if the Football Team wins a regular-season game versus a non-conference Power 5 opponent.
 - d. **Top 25 Ranking Achievement Compensation**. In addition to any payment set forth in Section 7(a)-(c), Coach shall receive Two Thousand Dollars and NO/100 (\$2,000.00) if the Football Team achieves a Top 25 Final Ranking.
 - e. All Achievement Compensation payable pursuant to this Section 7 shall be deemed to have been earned on the date of the event or occurrence prompting the supplemental compensation payment; payable within thirty (30) days following the event or occurrence prompting the Achievement Compensation payment; paid in addition to any other compensation due under this Contract; and subject to standard federal and state withholdings.
 - f. Notwithstanding the foregoing, Coach shall not be entitled to any unpaid Achievement Compensation for any year during which Coach has been suspended by University or during which University has terminated Coach's employment as a coach for cause.

8. Compliance with Law, Policy, and Regulations.

- a. Coach agrees to provide his services consistent with the terms and conditions of this Contract, the laws of the United States of America, and any applicable state law including the Louisiana Code of Governmental Ethics; the policies, guidelines, and requirements of University and the Board; and the constitution, bylaws, rules, regulations, and interpretations of the NCAA and Conference. Coach shall not violate

any civil law, including but not limited to Title IX of the Educational Amendments of 1972, 20 U.S.C. § 1681 *et seq.* and the Americans with Disabilities Act, 42 U.S.C. § 12101, *et seq.*, or criminal law of any state or federal government. Failure to comply with this Section may result in suspension and/or termination of Coach's employment as Assistant Football Coach, or termination of this Contract.

- b. Pursuant to NCAA Bylaw 11.2.1, Coach understands that he has an affirmative obligation to cooperate fully in the infractions process, including the investigation and adjudication of a case (see NCAA Bylaw 19.2.3 for examples of full cooperation). Coach hereby stipulates that if he is found to be in violation of NCAA regulations, he shall be subject to disciplinary or corrective action as set forth in the NCAA infractions process (see NCAA Bylaw 19), including suspension without pay, or in the event of a Level 1 or Level 2 violation, possible termination of employment.
9. **Outside Income.** Coach may earn income and receive benefits from outside sources while employed by University upon approval from President and in accordance with University and Board policies. Coach shall report annually in writing to President through VPIA all athletically-related outside income and/or benefits he receives from sources outside of University, and Coach shall abide by all NCAA regulations regarding outside compensation. All outside compensation must also comply with the Louisiana Code of Governmental Ethics. Any outside compensation activities shall be considered independent of Coach's University employment and University shall have no responsibility for any claims arising therefrom. Examples of outside income or benefits include, without limitation, income or benefits from (1) endorsement or consultation contracts with apparel companies, equipment manufacturers, or television or radio programs; (2) ownership, control, or management of a foundation, organization, or other entity; and (3) participation in athletic camps outside of those offered by University. (See NCAA Bylaw 11.2.2.)
10. **Outside Employment.** Coach agrees that he shall not, personally or through any agent, actively seek, interview, negotiate for, or accept other employment of any nature during the term of this Contract without first providing notice to the Head Coach.
11. **Endorsement/Personal Gain.** Coach agrees that he shall not, directly or by implication, use University's name or logos in the endorsement of commercial products or services, nor shall he use his employee standing for personal benefit or gain without prior written approval from President and compliance with Board and University policies. This prohibition includes, but is not limited to, soliciting, accepting, and/or receiving private employment, consultation, gifts, gratuities, speaking engagements, endorsements of commercial products, positions on advisory boards (including those of athletic sporting goods companies, etc.), or a fee based upon any contracts and purchase of goods and services for the Football Program. Any violation of this provision may be considered a conflict of interest and grounds for termination for cause.

12. Termination by University.

a. Without Cause.

- i. University may terminate this Contract without cause in the sole and absolute discretion of President, after receiving approval of the President of the University of Louisiana System. In such event, Coach shall receive liquidated damages equivalent to seventy-five percent (75%) of the Base Salary remaining to be paid under the unexpired term of this Contract. Neither University nor the Foundation shall have any other obligations to Coach whatsoever for any other benefits or supplemental compensation other than payment of amounts already earned at the time of termination but not yet paid. University may, at its sole option, issue such liquidated damages in either a single lump sum within sixty (60) days of the date of termination, or in equal monthly installments through the remaining term of this Contract. All liquidated damages payable pursuant to this Section 12(a)(i) shall be issued from funds provided by the Foundation from its Unrestricted Athletic Foundation Accounts to be used in University's discretion in compliance with Foundation's exempt purpose. All other obligations of University and/or Foundation for any compensation and/or other benefits to Coach shall cease as of the date of termination.
- ii. In the event of a termination described in Section 12(a)(i), Coach shall actively seek employment commensurate with his education and experience. Subject to the dual employment laws of Louisiana, any University obligation described in Section 12(a)(i) shall be offset and reduced by any gross income, base salary, wages, talent fees, consulting fees, honoraria, independent contractor fees, or other income of any kind whatsoever ("Gross Compensation") Coach may receive from any employer, including any business entity owned or controlled by Coach or in which Coach has an interest, as a result of employment as a head coach, assistant coach, or administrator, either at a college/university or with a professional sports organization (a "Coaching Position"), regardless of whether Coach receives such Gross Compensation personally or through any business entity. To effect any such offset required hereunder, Coach shall issue payments to University in the amount of each Gross Compensation payment Coach receives, within fourteen (14) days of Coach's receipt of each such Gross Compensation payment, until the full amount of the liquidated damages payment set forth in Section 12(a)(i), above, has been repaid.
- iii. Within fourteen (14) days after accepting any Coaching Position, Coach shall furnish to University notice of said employment, including the terms of his employment, start date, compensation, and substantiating documents such as contracts, appointment forms, etc. Coach shall notify University of any changes in his Gross Compensation within fourteen (14) days of such change, including receipt of any additional compensation in the form of bonuses, raises, etc. Coach shall provide University with a copy of his W-2, 1099, or other verifiable documentation of his income, which, for any given year, shall be provided no later than February 15th of the following year. If Coach breaches

any and/or all of these obligations, University shall, within thirty (30) days of knowledge of such breach, provide Coach with written demand to cure such breach within ten (10) days and to provide documentary proof of exigent circumstances which clearly demonstrates a reasonable excuse for such breach. If Coach fails to do so, University's obligation pursuant to Section 12(a)(i) shall cease.

- iv. Payment of liquidated damages under this Section 12(a) shall constitute a full release of any claims Coach might otherwise assert against Board, University, the Foundation, or any of their officers, board members, representatives, agents, or employees as of the date of termination. In consideration of this payment, Coach shall, and does hereby, release and discharge Board, University and the Foundation, their officers, board members, representatives, agents, and employees, from and against any liability of any nature whatsoever related to or arising out of this Contract and Coach's employment at University as of the date of termination, including, but not limited to, any and all claims arising under or relating to any Federal or state constitutions, laws, regulations, or other provision of law.

b. For Just Cause.

- i. University may terminate this Contract for just cause, including but not limited to Coach's:
 1. Failure to comply with this Contract;
 2. Deliberate or persistent failure or refusal to perform duties and responsibilities to best of Coach's ability;
 3. Failure to comply with a lawful directive from the Head Football Coach, VPIA, or President, or other insubordination;
 4. Serious or intentional violation by Coach of any applicable law, rule, regulation, policy, or guideline, issued by any state or federal government agency, the Board, the University, the Conference, the NCAA, and/or any other governing body, that, in sole judgment of VPIA or President, reflects adversely upon University or presents a conflict of interest between University and Coach;
 5. Condoning, failing to prevent, and/or failing to report any Football Program member's violation of any applicable law, rule, regulation, policy, or guideline, issued by any state or federal government agency, the Board, the University, the Conference, the NCAA, or any other governing body, that, in sole judgment of VPIA or President, reflects adversely upon University or presents a conflict of interest between University and any Football Program member, provided Coach knew or reasonably should have known of such violation;

6. Failure to cooperate with University, Conference, and/or the NCAA in the investigation of alleged violations of Conference or NCAA regulations; and/or
 7. Prolonged absence from University without University's consent.
- ii. In the event of a termination under this Section for just cause, Coach shall not be entitled to receive any compensation, benefits, or any other amount from University or the Foundation beyond the date of termination.
 - iii. Coach and University acknowledge that it is not the desire or the intention of University that Coach's employment be terminable for minor, technical, or otherwise insignificant acts of misconduct by Coach, or for minor, technical, or otherwise insignificant University regulations or NCAA or Conference violations which do not entail the risk of Level I or Level II institutional penalties. Prior to termination for cause, University intends to provide Coach with a reasonable opportunity to remedy and/or correct any grounds for termination for cause, unless, in University's reasonable discretion, the grounds for such a termination warrant immediate termination.
- c. **Sole Remedy.** Coach agrees his sole and exclusive remedy, if any, against Board, University, and/or the Foundation in the event of termination of this Contract by University for any reason shall be in accordance with the provisions set forth in this Section. In no event shall Board, University, or Foundation be liable for direct, indirect, special, incidental, or consequential damages.

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

- a. All obligations of University and/or Foundation for any compensation and/or other benefits to Coach shall cease as of the date of termination.
- b. In addition to payment of the entirety of any applicable buyout, Coach shall also pay to Foundation within sixty (60) days of the effective date of termination a liquidated damages payment of:
 - i. Fifty percent (50%) of the total Base Salary to be paid under this Contract if such termination occurs within one hundred twenty (120) days from the Effective Date of this Contract; or
 - ii. Thirty percent (30%) of the total Base Salary to be paid under this Contract if such termination occurs more than one hundred twenty (120) days from the Effective Date of this Contract and prior to the latter of the Football Program's last Conference game or Conference championship game of the 2023 football season.

- c. If Coach terminates this Contract due to accepting employment at another institution as a head coach or defensive coordinator, Section 13 (b)(i-ii) shall not be applicable and shall herein be waived.
- d. For a period of one (1) year after the date of termination, Coach shall not contact or otherwise seek to recruit any high school junior or senior, or rising junior college athlete, who has officially visited University, unless any new institution employing Coach had contacted or recruited such athlete prior to Coach's acceptance of employment with such institution. The obligations created herein shall survive the termination of this Contract and shall continue in full force and effect.

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

15. Termination of Michael Desormeaux. Notwithstanding any provision in this Contract to the contrary, this Contract shall terminate immediately if Michael Desormeaux's employment as Head Football Coach of the Football Program is terminated for any reason whatsoever, regardless of whether such termination is by Michael Desormeaux, University, or otherwise (the "Head Coach Termination"). In such event, Coach shall be entitled to payment of any compensation and benefits due to Coach pursuant to this Contract for a period of sixty (60) days immediately following the Head Coach Termination; all obligations of University and/or Foundation for any compensation and/or benefits to Coach shall cease at the end of such sixty (60) day period or immediately upon Coach's acceptance of any Commensurate Position, whichever occurs first.

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

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

mean a violation or an allegation of a violation of Title IX, the University's Sexual Harassment and Other Prohibited Sexual Conduct Policy, the University of Louisiana System's Sexual Misconduct Policy, Title VI or Title VII of the Civil Rights Act of 1964, the University's Non-Discrimination Policy, or the University of Louisiana System's Prohibiting Workplace Harassment and Discrimination Policy that Coach is aware of or has reasonable cause to believe is taking place or may have taken place.

- b. University may terminate this Contract for cause pursuant Section 12(b) of this Contract for any determined violation by Coach for failure to report a Known Violation.

17. Morality Clauses.

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

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

19. Miscellaneous.

- a. This Contract and all claims or disputes arising out of or relating to this Contract shall be exclusively governed by and interpreted in accordance with the laws of the State of Louisiana, without regard to conflicts of law principles.
- b. In the event that any dispute arises between the parties concerning any breach of this Contract, the party alleging a breach by the other must provide written notice to the other describing in detail the alleged breach and allow a sixty-day (60-day) period to cure such breach prior to initiating legal action.
- c. Coach shall be entitled to utilize the applicable University grievance procedure in place at the time in the event of a University decision which Coach reasonably believes has adversely affected the terms and/or conditions of Coach's employment, including a termination by University pursuant to Section 12(b) of this Contract. The procedure currently in place for this situation is the University's Grievance Procedure for Non-Faculty Unclassified Personnel (Policy Document VI)
- d. Any and all claims or disputes arising out of or relating to this Contract shall be brought in a court of competent jurisdiction located in the Parish of Lafayette, State of

Louisiana. The prevailing party in any judicial determination shall be entitled to recover attorney's fees in addition to any other relief awarded by the Court.

- e. If any term or condition of this Contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Contract are declared severable.
- f. Coach agrees as a condition of his employment to abide by the Drug Free Workplace Act of 1988 and to notify University's Office of Human Resources of any criminal drug conviction for a violation occurring in the workplace as soon as he is made aware of the conviction, but in any event no later than five (5) days after such conviction. (Note this is a requirement of federal law for all institutions receiving federal funds.)
- g. University may cancel this Contract at any time upon thirty (30) days' notice without further obligation due to lack of funding, or a determination by its governing board to eliminate the athletics program for lack of funds, or a decision to discontinue the athletics program made in accordance with University policy and procedures.
- h. Coach shall be responsible for any and all income tax liabilities, interest, and/or penalties related to any benefits he receives pursuant to this Contract.
- i. The parties agree and understand the terms of this Contract are subject to its recommendation by President and contingent upon approval of Board.
- j. This Contract contains the entire agreement between the parties with respect to the subject of this Contract and contains all of the terms and conditions agreed upon with respect to the subject of this Contract, and no other agreements, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind the parties; it being the intent of the parties that neither shall be bound by any term, condition, or representations not herein written.
- k. No delay or failure to enforce any provision of this Contract by University shall constitute a waiver or limitation of rights enforceable under this Contract.
- l. This Contract may be executed in one or more counterparts, each of which individually shall be deemed original but all of which together shall constitute one and the same document. An electronic (e.g., Portable Document Format or PDF) copy of the original signature of the representative of a party shall have the same validity as an original signature for the purpose of this Contract. In accordance with La. R.S. § 9:2605B(1) and (2), the parties hereto each agree that this transaction may be conducted by electronic means; and electronic signatures of the parties to this Contract shall be acceptable and satisfactory for all legal purposes, as authorized by the Louisiana Uniform Electronic Transactions Act, La. R.S. § 9:2601 through 9:2621.

20. Notices. Any notice required herein shall be provided in writing and shall be delivered by personal delivery; a nationally-recognized overnight delivery service; or U.S. registered, certified, or first-class mail to such party. Any such notice shall be deemed to have been given

either at the time of personal delivery; the day after it is transmitted to a nationally-recognized overnight delivery service; or in the case of mail, as of three (3) days after it is mailed.

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

University Designee:

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

With copy to:

Dr. Bryan Maggard, Vice President for
Intercollegiate Athletics
University of Louisiana at Lafayette
201 Reinhardt Drive
Lafayette, LA 70506

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

Coach:

Michael Giuliana
201 Reinhardt Drive
Lafayette, LA 70506

- 21. Acknowledgement.** Coach acknowledges he has read and understands the foregoing provisions of this Contract; he has been afforded and has exercised the opportunity to consult with personal legal counsel; the provisions are reasonable and enforceable; and he agrees to abide by this Contract and the terms and conditions set forth herein.

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

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

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

Michael Giuliani, Coach

DocuSigned by:
Joe Savoie

DocuSigned by:
Michael Giuliani

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

4/1/2022

Date

3/31/2022

Date

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

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

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

STATE OF LOUISIANA

PARISH OF LAFAYETTE

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

The Foundation desires to assist and aid University in the employment of Coach for the position of Assistant Football Coach. To that end, the Foundation accepts and agrees to bind itself for the limited obligations of the Foundation set forth in Sections 7, 12, 13, 14, and 15 of the Contract for Employment for Assistant Football Coach (“Contract”) between University and Coach. Any and all sums the Foundation owes pursuant to the Contract shall be paid from Unrestricted Athletic Foundation Accounts. Foundation joins in this Ancillary Agreement for the limited obligations of the Foundation set forth in Sections 7, 12, 13, 14, and 15 of the Contract. No other terms of the Contract shall obligate or bind the Foundation.

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

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

Entered into this ____ day of _____, 2022.

DocuSigned by:
Joe Savoie 4/1/2022
1405E1487C93461...

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

DocuSigned by:
[Signature] 3/31/2022
874004E6CF934CE...

By: Michael Giuliani Date

DocuSigned by:
Thomas L. Kreamer, Jr. 3/31/2022
5F7A8CD7B799456...

By: Thomas L. Kreamer, Jr. Date
Chairman, University of Louisiana
at Lafayette Foundation

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

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.16. University of Louisiana at Lafayette's request for approval of a contract with Mr. Dennis Thomas, Assistant Football Coach/Offensive Coordinator and Receivers, effective February 25, 2022.

EXECUTIVE SUMMARY

Under the proposed agreement effective through January 14, 2024, Coach's annual salary is \$175,000. In addition, the University may provide Coach with an annual automobile allowance of \$3,000 if a vehicle is not provided by a dealership, an annual cell phone allowance of \$960, and reimbursement of an amount totaling no more than ten percent (10%) of Coach's annual salary for reasonable costs incurred for relocation.

Achievement Compensation shall be paid from the University of Louisiana at Lafayette Foundation accounts:

- **Conference Achievement Compensation.** Coach shall receive a payment equal to the greater of an amount equal to 7.5% of one monthly installment of Coach's base salary if the Football Team wins its Conference Division *or* an amount equal to 15% of one monthly installment of Coach's base salary if the Football Team wins its Conference championship game.
- **Post Season Achievement Compensation.** Coach shall receive an Achievement Compensation payment equal to the greater of an amount equal to 25% of one monthly installment of Coach's base salary if the Football Team appears in a non-New Year's Six Bowl game affiliated with the Conference, provided that Coach coaches the Football Team in such Bowl game *or* an amount equal to one monthly installment of Coach's base salary if the Football Team appears in a New Year's Six Bowl game or a College Football Playoff game, provided that Coach coaches the Football Team in such Bowl game.
- **Power 5 Win Achievement Compensation.** \$2,000 if the Football Team wins a regular-season game versus a non-conference Power 5 opponent.
- **Top 25 Ranking Achievement Compensation.** \$2,000 if the Football Team achieves a Top 25 Final Ranking.

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

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

- 50% of the Base Salary amount to be paid under this contract if such termination occurs within 120 days from the effective date of this contract; or
- 30% of the Base Salary amount to be paid under this contract if such termination occurs more than 120 days from the effective date of this contract and prior to the latter of the Football Program's last Conference game or Conference championship game of the 2023 football season.

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Lafayette's request for approval of a contract with Mr. Dennis Thomas, Assistant Football Coach/Offensive Coordinator and Receivers, effective February 25, 2022.*



University of Louisiana at Lafayette

OFFICE OF THE PRESIDENT

G.16.

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

Université des Acadiens

March 31, 2022

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

Dear Dr. Henderson:

This is to request approval of the attached contract between the University of Louisiana at Lafayette and Mr. Dennis Thomas, Assistant Football Coach. Additionally, the UL Lafayette Foundation document which accompanies the agreement is being submitted for approval.

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

Sincerely,

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

E. Joseph Savoie
President

svc

Attachment

**CONTRACT FOR EMPLOYMENT
ASSISTANT FOOTBALL COACH**

STATE OF LOUISIANA

PARISH OF LAFAYETTE

THIS CONTRACT FOR EMPLOYMENT (“Contract”) is made effective the 25th day of February, 2022 (“Effective Date”), by and between the BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM (“Board”), a public constitutional corporation organized and existing under the laws of the State of Louisiana, acting herein on behalf of the UNIVERSITY OF LOUISIANA AT LAFAYETTE (“University”), represented herein by Dr. E. Joseph Savoie, the duly authorized University President (“President”); and DENNIS THOMAS (“Coach”). The Board and Coach may be collectively referred to herein as the “parties” and each may be referred to individually as a “party.” This Contract is subject to the approval of the Board; therefore, the terms and conditions set forth in this Contract shall be considered a valid contract only upon execution by the parties and written approval by the Board.

WITNESSETH

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

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

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

1. **Employment.** University hereby employs Coach as Assistant Coach of its Football Program, and Coach hereby accepts such employment. Unless otherwise directed by University’s Head Football Coach and/or University’s Vice President for Intercollegiate Athletics (“VPIA”), Coach shall serve as the Assistant Coach – Defensive Line for the Football Program. Coach shall be responsible to, and shall report directly to, University’s Head Football Coach. Coach shall also be under the general supervision of VPIA and President.
2. **Term.**
 - a. **Initial Term.** This Contract’s term shall be deemed to have commenced on the Effective Date and shall continue in effect until January 14, 2024 (“Initial Term”).
 - b. **Renewal.** This Contract is renewable solely at the option of University and subject to approval by Board and Coach; however, if, after expiration of the Initial Term and any written term extension thereof, University continues to accept Coach’s services without execution of a new contract or an extension of this Contract, Coach’s employment shall be on a month-to-month employment-at-will basis.

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

- h. Promote the Football Program's compliance with all applicable state and federal laws and University and Board policies concerning intercollegiate athletics, including, without limitation, Title IX of the Educational Amendments of 1972, 20 U.S.C. § 1681 *et seq.*, the Americans with Disabilities Act, 42 U.S.C. § 12101, *et seq.*, and all state and federal non-discrimination laws.
 - i. Adhere to and carry out other directives and responsibilities as may be given by the Head Football Coach and/or VPIA from time to time.
4. **Base Salary.** In consideration for the services of Coach and satisfactory performance of the conditions of this Contract, University agrees to pay Coach an annual base salary of One Hundred Seventy-Five Thousand Dollars and NO/100 (\$175,000.00), payable in equal monthly installments of Fourteen Thousand Five Hundred Eighty-Three Dollars and 33/100 (\$14,583.33) on the last day of each month. The compensation paid shall be subject to the same payroll deductions that apply to University's non-academic administrative employees. All salary payments shall be subject to withholding and other applicable taxes. Coach shall receive all applicable State of Louisiana authorized general salary increases for which he is eligible. Any such increases are incorporated herein by reference to the same extent as if this Contract was amended to incorporate same.
5. **General Benefits.** Coach shall be entitled to standard fringe benefits that are provided to full-time employees generally on the same basis as offered University-wide. Employment benefits shall be calculated in accordance with state and federal guidelines.
6. **Additional Benefits.** University shall also provide or pay to Coach the following additional benefits:
- a. **Football Tickets.** University shall provide Coach up to eight (8) tickets per home Football game for personal use.
 - b. **Automobile Benefits.** Either (i) use of an automobile by an automobile dealership or (ii) an annual automobile allowance in the amount of Three Thousand Dollars and NO/100 (\$3,000.00), paid in equal monthly installments of Two Hundred Fifty Dollars and NO/100 (\$250.00).
 - c. **Cellular Telephone Allowance.** A cellular telephone allowance of Eighty Dollars and NO/100 (\$80.00) per month.
 - d. **Relocation Costs.** Reimbursement of an amount totaling no more than ten percent (10%) of Coach's annual salary for reasonable costs incurred for relocation. In addition, University will make reasonable efforts to assist with temporary housing for up to fifteen (15) days. Any such reimbursement pursuant to this Section 6(d) shall be subject to any and all University policies, any applicable Board policies, and any applicable Foundation policies.
7. **Achievement Compensation.** University acknowledges Coach will contribute valuably to the occurrence of the Football Team's achievements. In recognition of such contributions, University shall pay to Coach, through funds provided by the Foundation from its Unrestricted

Athletic Foundation Accounts to be used at University's discretion in compliance with Foundation's exempt purpose, the following Achievement Compensation:

- a. **Conference Achievement Compensation.** Coach shall receive an Achievement Compensation payment equal to the greater of:
 - i. An amount equal to seven and one-half percent (7.5%) of one (1) monthly installment of Coach's base salary if Football Team wins its Conference division; or
 - ii. An amount equal to fifteen percent (15%) of one (1) monthly installment of Coach's base salary if Football Team wins its Conference championship game.
- b. **Post-Season Achievement Compensation.** In addition to any payment set forth in Section 7(a), Coach shall receive an Achievement Compensation payment equal to the greater of:
 - i. An amount equal to twenty-five percent (25%) of one (1) monthly installment of Coach's base salary if the Football Team appears in a non-New Year's Six Bowl game affiliated with the Conference, provided that the Football team finished with a final regular season record of seven wins and that Coach coaches the Football Team in such Bowl game; or
 - ii. An amount equal to one (1) monthly installment of Coach's base salary if the Football Team appears in a New Year's Six Bowl game or a College Football Playoff game, provided that Coach coaches the Football Team in such Bowl game.
- c. **Power 5 Win Achievement Compensation.** In addition to any payment set forth in Section 7(a)-(b), Coach shall receive Two Thousand Dollars and NO/100 (\$2,000.00) if the Football Team wins a regular-season game versus a non-conference Power 5 opponent.
- d. **Top 25 Ranking Achievement Compensation.** In addition to any payment set forth in Section 7(a)-(c), Coach shall receive Two Thousand Dollars and NO/100 (\$2,000.00) if the Football Team achieves a Top 25 Final Ranking.
- e. All Achievement Compensation payable pursuant to this Section 7 shall be deemed to have been earned on the date of the event or occurrence prompting the supplemental compensation payment; payable within thirty (30) days following the event or occurrence prompting the Achievement Compensation payment; paid in addition to any other compensation due under this Contract; and subject to standard federal and state withholdings.
- f. Notwithstanding the foregoing, Coach shall not be entitled to any unpaid Achievement Compensation for any year during which Coach has been suspended by University or during which University has terminated Coach's employment as a coach for cause.

8. Compliance with Law, Policy, and Regulations.

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

9. Outside Income. Coach may earn income and receive benefits from outside sources while employed by University upon approval from President and in accordance with University and Board policies. Coach shall report annually in writing to President through VPJA all athletically-related outside income and/or benefits he receives from sources outside of University, and Coach shall abide by all NCAA regulations regarding outside compensation. All outside compensation must also comply with the Louisiana Code of Governmental Ethics. Any outside compensation activities shall be considered independent of Coach's University employment and University shall have no responsibility for any claims arising therefrom. Examples of outside income or benefits include, without limitation, income or benefits from (1) endorsement or consultation contracts with apparel companies, equipment manufacturers, or television or radio programs; (2) ownership, control, or management of a foundation, organization, or other entity; and (3) participation in athletic camps outside of those offered by University. (See NCAA Bylaw 11.2.2.)

10. Outside Employment. Coach agrees that he shall not, personally or through any agent, actively seek, interview, negotiate for, or accept other employment of any nature during the term of this Contract without first providing notice to the Head Coach.

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

violation of this provision may be considered a conflict of interest and grounds for termination for cause.

12. Termination by University.

a. Without Cause.

- i. University may terminate this Contract without cause in the sole and absolute discretion of President, after receiving approval of the President of the University of Louisiana System. In such event, Coach shall receive liquidated damages equivalent to seventy-five percent (75%) of the Base Salary remaining to be paid under the unexpired term of this Contract. Neither University nor the Foundation shall have any other obligations to Coach whatsoever for any other benefits or supplemental compensation other than payment of amounts already earned at the time of termination but not yet paid. University may, at its sole option, issue such liquidated damages in either a single lump sum within sixty (60) days of the date of termination, or in equal monthly installments through the remaining term of this Contract. All liquidated damages payable pursuant to this Section 12(a)(i) shall be issued from funds provided by the Foundation from its Unrestricted Athletic Foundation Accounts to be used in University's discretion in compliance with Foundation's exempt purpose. All other obligations of University and/or Foundation for any compensation and/or other benefits to Coach shall cease as of the date of termination.
- ii. In the event of a termination described in Section 12(a)(i), Coach shall actively seek employment commensurate with his education and experience. Subject to the dual employment laws of Louisiana, any University obligation described in Section 12(a)(i) shall be offset and reduced by any gross income, base salary, wages, talent fees, consulting fees, honoraria, independent contractor fees, or other income of any kind whatsoever ("Gross Compensation") Coach may receive from any employer, including any business entity owned or controlled by Coach or in which Coach has an interest, as a result of employment as a head coach, assistant coach, or administrator, either at a college/university or with a professional sports organization (a "Coaching Position"), regardless of whether Coach receives such Gross Compensation personally or through any business entity. To effect any such offset required hereunder, Coach shall issue payments to University in the amount of each Gross Compensation payment Coach receives, within fourteen (14) days of Coach's receipt of each such Gross Compensation payment, until the full amount of the liquidated damages payment set forth in Section 12(a)(i), above, has been repaid.
- iii. Within fourteen (14) days after accepting any Coaching Position, Coach shall furnish to University notice of said employment, including the terms of his employment, start date, compensation, and substantiating documents such as contracts, appointment forms, etc. Coach shall notify University of any changes in his Gross Compensation within fourteen (14) days of such change, including receipt of any additional compensation in the form of bonuses, raises,

etc. Coach shall provide University with a copy of his W-2, 1099, or other verifiable documentation of his income, which, for any given year, shall be provided no later than February 15th of the following year. If Coach breaches any and/or all of these obligations, University shall, within thirty (30) days of knowledge of such breach, provide Coach with written demand to cure such breach within ten (10) days and to provide documentary proof of exigent circumstances which clearly demonstrates a reasonable excuse for such breach. If Coach fails to do so, University's obligation pursuant to Section 12(a)(i) shall cease.

- iv. Payment of liquidated damages under this Section 12(a) shall constitute a full release of any claims Coach might otherwise assert against Board, University, the Foundation, or any of their officers, board members, representatives, agents, or employees as of the date of termination. In consideration of this payment, Coach shall, and does hereby, release and discharge Board, University and the Foundation, their officers, board members, representatives, agents, and employees, from and against any liability of any nature whatsoever related to or arising out of this Contract and Coach's employment at University as of the date of termination, including, but not limited to, any and all claims arising under or relating to any Federal or state constitutions, laws, regulations, or other provision of law.

b. For Just Cause.

- i. University may terminate this Contract for just cause, including but not limited to Coach's:
 - 1. Failure to comply with this Contract;
 - 2. Deliberate or persistent failure or refusal to perform duties and responsibilities to best of Coach's ability;
 - 3. Failure to comply with a lawful directive from the Head Football Coach, VPIA, or President, or other insubordination;
 - 4. Serious or intentional violation by Coach of any applicable law, rule, regulation, policy, or guideline, issued by any state or federal government agency, the Board, the University, the Conference, the NCAA, and/or any other governing body, that, in sole judgment of VPIA or President, reflects adversely upon University or presents a conflict of interest between University and Coach;
 - 5. Condoning, failing to prevent, and/or failing to report any Football Program member's violation of any applicable law, rule, regulation, policy, or guideline, issued by any state or federal government agency, the Board, the University, the Conference, the NCAA, or any other governing body, that, in sole judgment of VPIA or President, reflects adversely upon University or presents a conflict of interest between

University and any Football Program member, provided Coach knew or reasonably should have known of such violation;

6. Failure to cooperate with University, Conference, and/or the NCAA in the investigation of alleged violations of Conference or NCAA regulations; and/or
 7. Prolonged absence from University without University's consent.
- ii. In the event of a termination under this Section for just cause, Coach shall not be entitled to receive any compensation, benefits, or any other amount from University or the Foundation beyond the date of termination.
 - iii. Coach and University acknowledge that it is not the desire or the intention of University that Coach's employment be terminable for minor, technical, or otherwise insignificant acts of misconduct by Coach, or for minor, technical, or otherwise insignificant University regulations or NCAA or Conference violations which do not entail the risk of Level I or Level II institutional penalties. Prior to termination for cause, University intends to provide Coach with a reasonable opportunity to remedy and/or correct any grounds for termination for cause, unless, in University's reasonable discretion, the grounds for such a termination warrant immediate termination.
- c. **Sole Remedy.** Coach agrees his sole and exclusive remedy, if any, against Board, University, and/or the Foundation in the event of termination of this Contract by University for any reason shall be in accordance with the provisions set forth in this Section. In no event shall Board, University, or Foundation be liable for direct, indirect, special, incidental, or consequential damages.

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

- a. All obligations of University and/or Foundation for any compensation and/or other benefits to Coach shall cease as of the date of termination.
- b. In addition to payment of the entirety of any applicable buyout, Coach shall also pay to Foundation within sixty (60) days of the effective date of termination a liquidated damages payment of:
 - i. Fifty percent (50%) of the total Base Salary to be paid under this Contract if such termination occurs within one hundred twenty (120) days from the Effective Date of this Contract; or
 - ii. Thirty percent (30%) of the total Base Salary to be paid under this Contract if such termination occurs more than one hundred twenty (120) days from the Effective Date of this Contract and prior to the latter of the Football Program's

last Conference game or Conference championship game of the 2023 football season.

- c. If Coach terminates this Contract due to accepting employment at another institution as a head coach or defensive coordinator, Section 13 (b)(i-ii) shall not be applicable and shall herein be waived.
- d. For a period of one (1) year after the date of termination, Coach shall not contact or otherwise seek to recruit any high school junior or senior, or rising junior college athlete, who has officially visited University, unless any new institution employing Coach had contacted or recruited such athlete prior to Coach's acceptance of employment with such institution. The obligations created herein shall survive the termination of this Contract and shall continue in full force and effect.

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

15. Termination of Michael Desormeaux. Notwithstanding any provision in this Contract to the contrary, this Contract shall terminate immediately if Michael Desormeaux's employment as Head Football Coach of the Football Program is terminated for any reason whatsoever, regardless of whether such termination is by Michael Desormeaux, University, or otherwise (the "Head Coach Termination"). In such event, Coach shall be entitled to payment of any compensation and benefits due to Coach pursuant to this Contract for a period of sixty (60) days immediately following the Head Coach Termination; all obligations of University and/or Foundation for any compensation and/or benefits to Coach shall cease at the end of such sixty (60) day period or immediately upon Coach's acceptance of any Commensurate Position, whichever occurs first.

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

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

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

- b. University may terminate this Contract for cause pursuant Section 12(b) of this Contract for any determined violation by Coach for failure to report a Known Violation.

17. Morality Clauses.

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

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

19. Miscellaneous.

- a. This Contract and all claims or disputes arising out of or relating to this Contract shall be exclusively governed by and interpreted in accordance with the laws of the State of Louisiana, without regard to conflicts of law principles.
- b. In the event that any dispute arises between the parties concerning any breach of this Contract, the party alleging a breach by the other must provide written notice to the other describing in detail the alleged breach and allow a sixty-day (60-day) period to cure such breach prior to initiating legal action.
- c. Coach shall be entitled to utilize the applicable University grievance procedure in place at the time in the event of a University decision which Coach reasonably believes has adversely affected the terms and/or conditions of Coach's employment, including a termination by University pursuant to Section 12(b) of this Contract. The procedure currently in place for this situation is the University's Grievance Procedure for Non-Faculty Unclassified Personnel (Policy Document VI)

- d. Any and all claims or disputes arising out of or relating to this Contract shall be brought in a court of competent jurisdiction located in the Parish of Lafayette, State of Louisiana. The prevailing party in any judicial determination shall be entitled to recover attorney's fees in addition to any other relief awarded by the Court.
 - e. If any term or condition of this Contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Contract are declared severable.
 - f. Coach agrees as a condition of his employment to abide by the Drug Free Workplace Act of 1988 and to notify University's Office of Human Resources of any criminal drug conviction for a violation occurring in the workplace as soon as he is made aware of the conviction, but in any event no later than five (5) days after such conviction. (Note this is a requirement of federal law for all institutions receiving federal funds.)
 - g. University may cancel this Contract at any time upon thirty (30) days' notice without further obligation due to lack of funding, or a determination by its governing board to eliminate the athletics program for lack of funds, or a decision to discontinue the athletics program made in accordance with University policy and procedures.
 - h. Coach shall be responsible for any and all income tax liabilities, interest, and/or penalties related to any benefits he receives pursuant to this Contract.
 - i. The parties agree and understand the terms of this Contract are subject to its recommendation by President and contingent upon approval of Board.
 - j. This Contract contains the entire agreement between the parties with respect to the subject of this Contract and contains all of the terms and conditions agreed upon with respect to the subject of this Contract, and no other agreements, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind the parties; it being the intent of the parties that neither shall be bound by any term, condition, or representations not herein written.
 - k. No delay or failure to enforce any provision of this Contract by University shall constitute a waiver or limitation of rights enforceable under this Contract.
 - l. This Contract may be executed in one or more counterparts, each of which individually shall be deemed original but all of which together shall constitute one and the same document. An electronic (e.g., Portable Document Format or PDF) copy of the original signature of the representative of a party shall have the same validity as an original signature for the purpose of this Contract. In accordance with La. R.S. § 9:2605B(1) and (2), the parties hereto each agree that this transaction may be conducted by electronic means; and electronic signatures of the parties to this Contract shall be acceptable and satisfactory for all legal purposes, as authorized by the Louisiana Uniform Electronic Transactions Act, La. R.S. § 9:2601 through 9:2621.
- 20. Notices.** Any notice required herein shall be provided in writing and shall be delivered by personal delivery; a nationally-recognized overnight delivery service; or U.S. registered,

certified, or first-class mail to such party. Any such notice shall be deemed to have been given either at the time of personal delivery; the day after it is transmitted to a nationally-recognized overnight delivery service; or in the case of mail, as of three (3) days after it is mailed.

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

University Designee:

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

With copy to:

Dr. Bryan Maggard, Vice President for
Intercollegiate Athletics
University of Louisiana at Lafayette
201 Reinhardt Drive
Lafayette, LA 70506

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

Coach:

Dennis Thomas
201 Reinhardt Drive
Lafayette, LA 70506

21. **Acknowledgement.** Coach acknowledges he has read and understands the foregoing provisions of this Contract; he has been afforded and has exercised the opportunity to consult with personal legal counsel; the provisions are reasonable and enforceable; and he agrees to abide by this Contract and the terms and conditions set forth herein.

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

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

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

Dennis Thomas, Coach

DocuSigned by:
Joe Savoie

1405E1487C93461...

DocuSigned by:
Dennis Thomas

AAF4857DF0D34EF...

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

4/1/2022

Date

3/31/2022

Date

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

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

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

STATE OF LOUISIANA

PARISH OF LAFAYETTE

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

The Foundation desires to assist and aid University in the employment of Coach for the position of Assistant Football Coach. To that end, the Foundation accepts and agrees to bind itself for the limited obligations of the Foundation set forth in Sections 7, 12, 13, 14, and 15 of the Contract for Employment for Assistant Football Coach (“Contract”) between University and Coach. Any and all sums the Foundation owes pursuant to the Contract shall be paid from Unrestricted Athletic Foundation Accounts. Foundation joins in this Ancillary Agreement for the limited obligations of the Foundation set forth in Sections 7, 12, 13, 14, and 15 of the Contract. No other terms of the Contract shall obligate or bind the Foundation.

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

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

Entered into this ____ day of _____, 2022.

DocuSigned by:
Joe Savoie 4/1/2022
1405E1487C93461...

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

DocuSigned by:
Dennis Thomas 3/31/2022
AAF4857DF0D34EF...

By: Dennis Thomas Date

DocuSigned by:
Thomas L. Kremer, Jr. 3/31/2022
5F7A8CD7B799456...

By: Thomas L. Kremer, Jr. Date
Chairman, University of Louisiana
at Lafayette Foundation

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

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