

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

**ATHLETIC COMMITTEE**

**February 17, 2022**

**Item G.1.**      **Grambling State University's** request for approval of a contract with Mr. Hue Jackson, Head Football Coach, effective January 1, 2022.

**EXECUTIVE SUMMARY**

Under this agreement, through December 31, 2025, Coach will earn \$400,000 to be paid in monthly installments. During the contract term, Coach shall have the opportunity to earn supplemental compensation paid to the Coach through the University's normal payroll process. All incentive compensation will be paid by GSU from available auxiliary funds prior to February 28 of the respective contract year. Supplemental compensation for achieving athletic performance goals:

• Football Bowl Subdivision	\$10,000 (Bowl Game Appearance)
• Black College National Champion	\$15,000
• Celebration Bowl Champion	\$25,000
• SWAC Division Title (Western)	\$10,000
• SWAC Coach of the Year	\$10,000
• SWAC Conference Title	\$10,000
• Bayou Classic Champion	\$7,500
• Change Conference (one-time) (Change from Football Championship Series to Football Bowl Series)	\$50,000

Coach shall be entitled to additional compensation for new revenue generating initiatives, promotions, opportunities, or sponsorship that he independently and actively develops to bring to the University that did not previously exist and which results in new endorsements of shoe, apparel, equipment contracts with the University. The University shall pay Coach 25% of funds from new revenue generating initiatives, promotions, opportunities, or sponsorships which results in a contract with the University that did not previously exist for which Coach is responsible in obtaining for the University.

In the event that Coach is terminated without cause, the first two years of this agreement shall be guaranteed, if the University terminates after December 15, 2023. Coach shall be paid his full base salary earned for the remainder of the current fiscal year of the contract in a lump sum as an accounts payable.

In the event Coach terminates the contract without cause to become a football coach, then Coach would be liable to the University for liquidated damages of 50% of the base salary that he would have earned in the last year of the contract.

### **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 Grambling State University's request for approval of a contract with Mr. Hue Jackson, Head Football Coach, effective January 1, 2022.*



G.1.

February 2, 2022

**MEMORANDUM TO THE BOARD OF SUPERVISORS OF THE  
UNIVERSITY OF LOUISIANA SYSTEM**

**SUBJECT: REQUEST FOR APPROVAL OF A CONTRACT WITH MR. HUE  
JACKSON, HEAD FOOTBALL COACH**

Grambling State University (GSU) respectfully requests approval of a contract with Mr. Hue Jackson, Head Football Coach, effective January 1, 2022.

Your favorable consideration of this request is greatly appreciated.

Sincerely,

Richard J. Gallot, Jr., JD  
President

Attachment



## CONTRACT OF EMPLOYMENT HEAD FOOTBALL COACH

STATE OF LOUISIANA

PARISH OF LINCOLN

This agreement is made and entered into on this 1st day of January 2022, between Grambling State University and through its President, Richard J. Gallot, Jr. and Hue Jackson (hereafter referred to as "COACH"). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for Grambling State University, and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the Board.

### 1.0 Employment

- 1.1 The Grambling State University (the "University") does hereby employ COACH as head football coach and COACH does hereby accept employment and agrees to perform all of the services pertaining to football which are required of COACH, as well as, other services as may be contemplated hereunder, all as prescribed by the University through its' President and Vice President of Intercollegiate Athletics.
- 1.2 COACH shall be responsible, and shall report, directly to Grambling State University's Vice President of Intercollegiate Athletics (the "VP of Athletics") and shall confer with the VP of Athletics or the VP of Athletics' designee on all administrative and technical matters. COACH shall also be under the general supervision of Grambling State University's President.
- 1.3 COACH shall manage and supervise the team and shall perform such other duties in Grambling State University's athletic program as the VP of Athletics may reasonably assign.
- 1.4 COACH agrees to represent Grambling State University positively in public and private forums and shall not engage in conduct that reflects adversely on Grambling State University or its athletic programs.

### 2.0 Term

- 2.1 The term of this agreement is for a fixed period commencing on the 1st day of January, 2022, and terminating without further notice to COACH on the 31st day of December 2025, unless extended under the terms of this agreement.
- 2.2 This agreement has an option to renew, with a 1 year extension, 15 days after year two concludes on or about January 15, 2024.
- 2.3 This agreement is renewable for one year, fully guaranteed, if the VP of Athletics leaves the University within the first three years of the agreement.
- 2.4 This agreement is subject to renegotiations if COACH wins 9 games in a season.
- 2.5 The extension or renewal of this agreement by the University and an acceptance by COACH, must be in writing and signed by the parties as well as approved by the



Board. This agreement in no way grants COACH a claim to tenure in employment or at Grambling State University.

### 3.0 Compensation

- 3.1 In consideration of COACH'S services and satisfactory performance of this agreement, the University shall pay COACH a minimum base annual salary of FOUR HUNDRED THOUSAND DOLLARS (\$400,000.00) per year for the term of this agreement, payable on a monthly basis.
- 3.2 The University does not guarantee amounts due under this contract beyond the current year of performance. Should the contract be terminated for any reason, amounts due shall be determined in accordance with paragraph 11.
- 3.3 Coach will be entitled to supplemental compensation as an incentive. All incentive compensation will be paid by GSU from available auxiliary funds prior to February 28 of the respective contract year.
- 3.4 Coach will be entitled to supplemental compensation for achieving the following benchmarks/goals.

	<u>Coach</u>
3.4.1 Football Bowl Subdivision	\$10,000.00
3.4.2 Black College National Champion	\$15,000.00
3.4.3 Celebration Bowl Champion	\$25,000.00
3.4.4 SWAC Division Title(Western)	\$10,000.00
3.4.5 SWAC Coach of the Year	\$10,000.00
3.4.6 SWAC Conference Title	\$10,000.00
3.4.7 Bayou Classic Champion	\$ 7,500.00
3.4.8 Change Conference (one-time)	\$50,000.00

- 3.5 COACH shall be entitled to and the University shall provide a car stipend for one vehicle in the amount of \$600 per month, access to Country Club Membership or usage and a monthly cell phone stipend in the amount of \$75.
- 3.6 COACH shall be entitled to reimbursement expenses for relocation and/or temporary housing costs for up to 90 days, not to exceed \$15,000 upon submission of receipts to the VP of Athletics.
- 3.7 COACH shall be entitled to additional compensation for new revenue generating initiatives, promotions, opportunities, or sponsorship that he independently and actively develops to bring to the University that did not previously exist and which results in new endorsements

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- of shoe, apparel, equipment contracts with the University. The University shall pay COACH twenty-five 25% of funds from new revenue generating initiatives, promotions, opportunities or sponsorships which results in a contract with the University that did not previously exist for which COACH is responsible in obtaining for the University.
- 3.8 COACH shall be entitled to 12 tickets for home games and the university will make every reasonable accommodation to request a suite or additional tickets at outside venues that the University is requested to attend that are dedicated for COACH to use at his discretion.
- 4.0 Contracts for Broadcast and/or Telecast
- 4.1 COACH may host a television/radio show to promote the Grambling State University Football Team.
- 4.2 It is specifically agreed that in the filming or producing of such television shows, if COACH acts for himself in his private capacity and not as an agent or employee of the University that this agreement constitutes merely a license to use the property and facilities subject to the conditions hereafter stated.
- a) The COACH agrees to pay the University all out-of-pocket costs incurred by the University in the filming or production of the television/radio show that is for personal use by COACH.
  - b) Long distance phone calls, University supplies, printing, postage, University vehicles, etc., will be utilized on a complete University cost recovery basis.
  - c) Complete records will be maintained regarding income and expenditures associated with said television/radio show and available for verification by University auditors.
  - d) The COACH agrees to protect, indemnify and save harmless the University from and against any all expenses, damages, claims, suits, actions, judgments and costs whatsoever, including reasonable attorney's fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death which arise out of COACH'S gross negligence or willful misconduct resulting from said television/radio show.
  - e) The COACH is an independent contractor during said non university television activities and, as a University employee will undertake to observe all general rules and policies of the University. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.
  - f) The VP of Athletics will be the administrative officer of the University who will be advised by the COACH of any problems or questions which may arise out of the television/radio show.
- 5.0 Camps and Clinics
- 5.1 The Head Coach may operate football camp(s) and clinics ("Camp") at University facilities and shall be entitled to 65% of all net profits from operation of the Camp after the payment of all expenses. The University acknowledges that the Camp may include (but is not limited to) the following Camp programs: Coaching Clinics, High School Camp; Youth Camp; Team Camp; Kicking Camp; and "7 on 7" Camp. The "Camp" must be operated in accordance with the best Louisiana practices, appropriate financial controls, and the rules, guidelines, policies, and procedures of the Athletic Department, University, SWAC and NCAA. The Coach and University agree to a 65/35 revenue share of net profits, and in no event shall the University receive less than normal operational cost of facility rental / usage. Within sixty (60) days of the closing of the



Camp, Head Coach will provide to the University a full financial accounting of the Camp, including a statement of income and expenses, an accounting of the distribution to University employees and third parties. The Head Coach agrees that he has the right to operate this Camp only as long as he is the Head Coach and that the University will assume the right to operate the Camp upon the termination of Head Coach's employment. Solely in connection with the operation of such Camp and consistent with the University's Guidelines for Proper Trademark Use, Head Coach shall have permission to use the terms "Grambling State University," "G-Man," and all other University names, logos, trademarks, and designs, provided, however, that such permission shall not include permission to sell or distribute University or other merchandise except in accordance with this Agreement and University policy. The University will also help promote the Camp programs through announcements utilizing University controlled media as may be requested from time to time by Camp representatives and with the approval of the VP of Athletics or his designee. Nothing in this section shall prohibit the Head Coach from operating a football camp unrelated to the University upon his termination from University employment.

- 5.2 It is specifically agreed that in the operation of such camps, COACH acts for himself in his private capacity and not as an agent or employee of the University and that this agreement constitutes merely a license to use the property and facilities subject to the conditions hereafter stated.
- a) The COACH agrees to secure a policy of insurance in a company approved by the University's Risk Management Office under which the Board of Supervisors of the University of Louisiana, the University, its agents and servants, are named as the insured (or as an additional insured) which provides:
    - i. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage if COACH hires any employees to work at such camps or clinics.
    - ii. Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
  - b) Complete records will be maintained regarding income and expenditures associated with said camp and available for verification by University auditors.
  - c) The COACH agrees to protect, indemnify, and save harmless the University from and against any and all expenses, damages, claims, suits, actions, judgments, and costs whatsoever, including reasonable attorney's fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death which arise out of COACH's gross negligence or willful misconduct during the operation of said camp activities.
  - d) The COACH is an independent contractor during said camp activities and, as such, is licensed to use certain facilities of the University. The COACH, as a University employee, will undertake to observe and require campers and its staff to conform to the general rules applicable to the use of University facilities. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.
  - e) The VP of Athletics will be the administrative officer of the University who will be advised by the COACH of any problems or questions which may arise out of the operation of summer camps.

## 6.0 Employee Benefits

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

## 7.0 Outside Income- Subject to Compliance with Board Rules

- 7.1 The COACH shall be authorized to earn other revenue while employed by the University, but such activities are independent of his University employment and the University shall have no responsibility for any claims arising therefrom. Subject to Section 5.0 above, COACH shall be entitled to retain revenue generated from his operation of football camps and/or football clinics in accordance with University policy relating to camps or clinics conducted by Athletic Department personnel. All outside income will be subject to approval in accordance with the Board of Supervisors for the University of Louisiana System policies.
- 7.2 COACH shall report annually in writing to the President through the VP of Athletics on July 1st all athletic related income from sources outside the University and the University shall have reasonable access to all records of COACH to verify this report (NCAA Constitution Article 11.2.2).

## 8.0 Apparel, Equipment Endorsements

- 8.1 During the Term COACH acknowledges that he is subject to the Louisiana Code of Governmental Ethics. COACH shall be permitted to accept compensation, goods, publicity, or gratuities of any kind, directly or indirectly, from any company, brand, designer, agency, distributor, or manufacturer in a transaction that is not prohibited. Any such transaction that is not prohibited that results in such compensation, goods, or gratuities shall be reported in accordance with the Board of Supervisors for the University of Louisiana System policies and NCAA rules.
- 8.2 The University shall receive and then pay to COACH any funds for which he is responsible in obtaining for the University through his endorsements of shoe, apparel, or equipment manufacturers. The benefit shall not be considered earned income for the purpose of computation of retirement benefits and COACH shall be responsible for all applicable taxes.

## 9.0 Compliance with NCAA, Conference and University Rules

- 9.1 COACH shall abide by the rules and regulations of the NCAA, Conference and University. If found in violation of NCAA regulations, COACH shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA Constitution 11.2.1). COACH may be suspended for a period of time, without pay, or the employment of COACH may be terminated if COACH is found to be involved in deliberate and serious violations of NCAA, Conference and University regulations (NCAA Constitution 11.2.1).
- 9.2 COACH shall also abide by the State of Louisiana Code of Government Ethics, University Policy and Regulations, federal laws, other state laws, and the policies and regulations of the University of Louisiana System. In public appearances, he shall at all times conduct himself in a manner that befits a University official and shall always attempt to create goodwill and a good image for the University.



## 10.0 Football Staff

- 10.1 COACH shall have the authority to select unclassified football personnel upon authorization by the VP of Athletics and approval by the President and Board of Supervisors for the University of Louisiana System as required by board policies. COACH shall be responsible to set and oversee the schedule of football games and related activities, as long as such schedules are approved by the VP of Athletics and complies with all University policies and procedures.

## 11.0 Termination

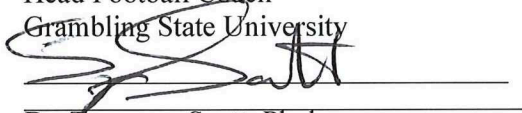
- 11.1 Either party may terminate this agreement without just cause prior to the expiration of its terms by giving (30) days written notice to the other party. Prior to termination of COACH, University will obtain approval from the President of the University of Louisiana System.
- 11.2 If without cause, the first two years of this agreement shall be guaranteed, if the University terminates after December 15, 2023. COACH shall be paid his full base salary earned for the remainder of the current fiscal year of the contract in a lump sum as an accounts payable.
- 11.3 In the event COACH terminates the Contract without cause to become a football coach, then, COACH would be liable to the University for liquidated damages of 50% of the base salary that he would have earned in the last year of the contract. The liquidated damages shall be due and payable over six (6) months in six (6) equal payments from the date of termination. If COACH terminates this contract for any other reason than becoming employed as a football coach including, without limitation, retirement, health or personal reasons, disability, employment in another profession, then the COACH shall have no responsibility, obligation, or liability to the University.
- 11.4 COACH may be terminated by the President taking into account the recommendation of the VP of Athletics at any time for just cause. Just cause for termination of COACH shall include, but is not limited to a knowing or willful violation or gross disregard of state or federal laws, NCAA or Conference regulations or University policies or procedures; COACH's unreasonable failure to utilize his best efforts in the fulfillment of his duties as may be reasonably required hereunder; or behavior that brings the employee into public disrepute, contempt, scandal, ridicule, or that reflects unfavorably on the reputation or the high moral or ethical standards of the University. The university shall have the sole authority to determine whether the conduct of COACH constitutes cause under this provision although it shall not be exercised arbitrarily, capricious or in a discriminatory manner. No damages shall be due if termination is for just cause.
- 11.5 COACH may be terminated at any time due to: (1) natural disasters or other uncontrollable or unforeseen circumstances (force majeure) preventing the university and/or athletics department from continuing operations; (2) war or civil insurrection; (3) financial circumstances in which the University and/or the University of Louisiana System has a declaration of financial exigency. In the event of a financial exigency, a termination can be based on consideration of budgetary restrictions, and priorities for maintenance of program and services and, COACH will receive six (6) months notice of termination or six (6) months regular pay in lieu of such notice. In all

other circumstances under this paragraph COACH will receive thirty days notice or thirty days compensation in lieu of such notice. All compensation, including salary, benefits, and other remuneration incidental to employment, cease upon termination.

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



Hue Jackson  
Head Football Coach  
Grambling State University



Dr. Trayvean Scott, Ph.d.  
Vice President of Intercollegiate Athletics  
Grambling State University



Richard J. Gallot, Jr., JD  
President  
Grambling State University

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

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PRESIDENT-BOARD OF SUPERVISORS

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

**ATHLETIC COMMITTEE**

**February 17, 2022**

**Item G.2.**      **Grambling State University's** request for approval of a contract with Ms. Nakeya Hall, Head Softball Coach, effective February 1, 2022.

**EXECUTIVE SUMMARY**

Under this agreement, through December 31, 2025, Coach will earn \$54,000 to be paid in monthly installments. During the contract term, Coach shall have the opportunity to earn supplemental compensation paid to the Coach through the University's normal payroll process. All incentive compensation will be paid by GSU from available auxiliary funds prior to February 28 of the respective contract year. Supplemental compensation for achieving athletic performance goals.

- NCAA National Coach of the Year      \$5,000
- NCAA National Champions      \$10,000
- SWAC Post Season Tournament      \$2,000
- SWAC Coach of the Year      \$1,500
- SWAC Conference Title      \$2,000 (Win or Tie/SWAC Regular Season)

In the event that Coach is terminated without cause, the first two years of this agreement shall be guaranteed, if the University terminates after December 15, 2023. Coach shall be paid her full base salary earned for the remainder of the current fiscal year of the contract in a lump sum as an accounts payable.

In the event Coach terminates the contract without cause to become a softball coach, then Coach would be liable to the University for liquidated damages of 50% of the base salary that she would have earned in the last year of the contract.

**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 Grambling State University's request for approval of a contract with Ms. Nakeya Hall, Head Softball Coach, effective February 1, 2022.***



**G.2.**

January 27, 2022

**MEMORANDUM TO THE BOARD OF SUPERVISORS OF THE  
UNIVERSITY OF LOUISIANA SYSTEM**

**SUBJECT: REQUEST FOR APPROVAL OF A CONTRACT WITH MS. NAKEYA  
HALL, HEAD SOFTBALL COACH**

Grambling State University (GSU) respectfully requests approval of a contract with Ms. Nakeya Hall, Head Softball Coach, effective February 1, 2022.

Your favorable consideration of this request is greatly appreciated.

Sincerely,

Richard J. Gallot, Jr., JD  
President

Attachment





## CONTRACT OF EMPLOYMENT HEAD SOFTBALL COACH

STATE OF LOUISIANA

PARISH OF LINCOLN

This agreement is made and entered into on this 1st day of February 2022, between Grambling State University and through its President, Richard J. Gallot, Jr. and Nakeva Hall (hereafter referred to as "COACH"). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for Grambling State University, and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the Board.

### 1.0 Employment

- 1.1 The Grambling State University (the "University") does hereby employ COACH as head softball coach and COACH does hereby accept employment and agrees to perform all of the services pertaining to softball which are required of COACH, as well as, other services as may be contemplated hereunder, all as prescribed by the University through its' President and Vice President of Intercollegiate Athletics.
- 1.2 COACH shall be responsible, and shall report, directly to Grambling State University's Vice President of Intercollegiate Athletics (the "VP of Athletics") and shall confer with the VP of Athletics or the VP of Athletics' designee on all administrative and technical matters. COACH shall also be under the general supervision of Grambling State University's President.
- 1.3 COACH shall manage and supervise the team and shall perform such other duties in Grambling State University's athletic program as the VP of Athletics may reasonably assign.
- 1.4 COACH agrees to represent Grambling State University positively in public and private forums and shall not engage in conduct that reflects adversely on Grambling State University or its athletic programs.

### 2.0 Term

- 2.1 The term of this agreement is for a fixed period commencing on the 1st day of February, 2022, and terminating without further notice to COACH on the 31st day of December 2025, unless extended under the terms of this agreement.
- 2.2 This agreement has an option to renew, with a 1 year extension, 15 days after year two concludes on or about January 15, 2024.
- 2.3 This agreement is renewable for one year, fully guaranteed, if the VP of Athletics leaves the University within the first three years of the agreement.
- 2.4 The extension or renewal of this agreement by the University and an acceptance by COACH, must be in writing and signed by the parties as well as approved by the Board. This agreement in no way grants COACH a claim to tenure in

employment or at Grambling State University.

### 3.0 Compensation

- 3.1 In consideration of COACH'S services and satisfactory performance of this agreement, the University shall pay COACH a minimum base annual salary of FIFTY-FOUR THOUSAND DOLLARS (\$54,000.00) per year for the term of this agreement, payable on a monthly basis.
- 3.2 The University does not guarantee amounts due under this contract beyond the current year of performance. Should the contract be terminated for any reason, amounts due shall be determined in accordance with paragraph 10.
- 3.3 Coach will be entitled to supplemental compensation as an incentive. All incentive compensation will be paid by GSU from available auxiliary funds prior to February 28 of the respective contract year.
- 3.4 Coach will be entitled to supplemental compensation for achieving the following benchmarks/goals.

	<u>Coach</u>
3.4.1 NCAA National Coach of the Year	\$ 5,000.00
3.4.2 NCAA National Champions	\$10,000.00
3.4.3 SWAC Post Season Tournament	\$ 2,000.00
3.4.4 SWAC Coach of the Year	\$ 1,500.00
3.4.5 SWAC Conference Title Win or Tie / SWAC Regular Season	\$ 2,000.00

- 3.5 COACH shall be entitled to a monthly cell phone stipend in the amount of \$75.

### 4.0 Camps and Clinics

- 4.1 The Head Coach may operate softball camp(s) and clinics ("Camp") at University facilities and shall be entitled to 65% of all net profits from operation of the Camp after the payment of all expenses. The University acknowledges that the Camp may include (but is not limited to) the following Camp programs: Coaching Clinics, High School Camp; Youth Camp; Team Camp; Hitting Camp; and/or Pitching Camp. The "Camp" must be operated in accordance with the best Louisiana practices, appropriate financial controls, and the rules, guidelines, policies, and procedures of the Athletic Department, University, SWAC and NCAA. The Coach and University agree to a 65/35 revenue share of net profits, and in no event shall the University receive less than normal operational cost of facility rental / usage. Within sixty (60) days of the closing of the Camp, Head Coach will provide to the University a full financial accounting of the Camp, including a statement of income and expenses, an accounting of the distribution to University employees and third parties. The Head Coach agrees that she has the right



to operate this Camp only as long as she is the Head Coach and that the University will assume the right to operate the Camp upon the termination of Head Coach's employment. Solely in connection with the operation of such Camp and consistent with the University's Guidelines for Proper Trademark Use, Head Coach shall have permission to use the terms "Grambling State University," "Grambling Lady Tigers," and all other University names, logos, trademarks, and designs, provided, however, that such permission shall not include permission to sell or distribute University or other merchandise except in accordance with this Agreement and University policy. The University will also help promote the Camp programs through announcements utilizing University controlled media as may be requested from time to time by Camp representatives and with the approval of the VP of Athletics or his designee. Nothing in this section shall prohibit the Head Coach from operating a softball camp unrelated to the University upon her termination from University employment.

- 4.2 It is specifically agreed that in the operation of such camps, COACH acts for herself in her private capacity and not as an agent or employee of the University and that this agreement constitutes merely a license to use the property and facilities subject to the conditions hereafter stated.
- a) The COACH agrees to secure a policy of insurance in a company approved by the University's Risk Management Office under which the Board of Supervisors of the University of Louisiana, the University, its agents and servants, are named as the insured (or as an additional insured) which provides:
    - i. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage if COACH hires any employees to work at such camps or clinics.
    - ii. Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
  - b) Complete records will be maintained regarding income and expenditures associated with said camp and available for verification by University auditors.
  - c) The COACH agrees to protect, indemnify, and save harmless the University from and against any and all expenses, damages, claims, suits, actions, judgments, and costs whatsoever, including reasonable attorney's fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death which arise out of COACH's gross negligence or willful misconduct during the operation of said camp activities.
  - d) The COACH is an independent contractor during said camp activities and, as such, is licensed to use certain facilities of the University. The COACH, as a University employee, will undertake to observe and require campers and its staff to conform to the general rules applicable to the use of University facilities. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.
  - e) The VP of Athletics will be the administrative officer of the University who will be advised by the COACH of any problems or questions which may arise out of the operation of summer camps.

## 5.0 Employee Benefits

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

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#### 6.0 Outside Income- Subject to Compliance with Board Rules

- 6.1 The COACH shall be authorized to earn other revenue while employed by the University, but such activities are independent of her University employment and the University shall have no responsibility for any claims arising therefrom. Subject to Section 4.0 above, COACH shall be entitled to retain revenue generated from her operation of softball camps and/or softball clinics in accordance with University policy relating to camps or clinics conducted by Athletic Department personnel. All outside income will be subject to approval in accordance with the Board of Supervisors for the University of Louisiana System policies.
- 6.2 COACH shall report annually in writing to the President through the VP of Athletics on July 1st all athletic related income from sources outside the University and the University shall have reasonable access to all records of COACH to verify this report (NCAA Constitution Article 10.2.2).

#### 7.0 Apparel, Equipment Endorsements

- 7.1 During the Term COACH acknowledges that she is subject to the Louisiana Code of Governmental Ethics. COACH shall be permitted to accept compensation, goods, publicity, or gratuities of any kind, directly or indirectly, from any company, brand, designer, agency, distributor, or manufacturer in a transaction that is not prohibited. Any such transaction that is not prohibited that results in such compensation, goods, or gratuities shall be reported in accordance with the Board of Supervisors for the University of Louisiana System policies and NCAA rules.

#### 8.0 Compliance with NCAA, Conference and University Rules

- 8.1 COACH shall abide by the rules and regulations of the NCAA, Conference and University. If found in violation of NCAA regulations, COACH shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA Constitution 10.2.1). COACH may be suspended for a period of time, without pay, or the employment of COACH may be terminated if COACH is found to be involved in deliberate and serious violations of NCAA, Conference and University regulations (NCAA Constitution 10.2.1).
- 8.2 COACH shall also abide by the State of Louisiana Code of Government Ethics, University Policy and Regulations, federal laws, other state laws, and the policies and regulations of the University of Louisiana System. In public appearances, she shall at all times conduct herself in a manner that befits a University official and shall always attempt to create goodwill and a good image for the University.

## 9.0 Softball Staff

- 9.1 COACH shall have the authority to select unclassified softball personnel upon authorization by the VP of Athletics and approval by the President and Board of Supervisors for the University of Louisiana System as required by board policies. COACH shall be responsible to set and oversee the schedule of softball games and related activities, as long as such schedules are approved by the VP of Athletics and complies with all University policies and procedures.

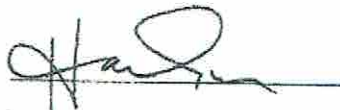
## 10.0 Termination

- 10.1 Either party may terminate this agreement without just cause prior to the expiration of its terms by giving (30) days written notice to the other party. Prior to termination of COACH, University will obtain approval from the President of the University of Louisiana System.
- 10.2 If without cause, the first two years of this agreement shall be guaranteed, if the University terminates after December 15, 2023, COACH shall be paid her full base salary earned for the remainder of the current fiscal year of the contract in a lump sum as an accounts payable.
- 10.3 In the event COACH terminates the Contract without cause to become a softball coach, then, COACH would be liable to the University for liquidated damages of 50% of the base salary that she would have earned in the last year of the contract. The liquidated damages shall be due and payable over six (6) months in six (6) equal payments from the date of termination. If COACH terminates this contract for any other reason than becoming employed as a softball coach including, without limitation, retirement, health or personal reasons, disability, employment in another profession, then the COACH shall have no responsibility, obligation, or liability to the University.
- 10.4 COACH may be terminated by the President taking into account the recommendation of the VP of Athletics at any time for just cause. Just cause for termination of COACH shall include, but is not limited to a knowing or willful violation or gross disregard of state or federal laws, NCAA or Conference regulations or University policies or procedures; COACH's unreasonable failure to utilize her best efforts in the fulfillment of her duties as may be reasonably required hereunder; or behavior that brings the employee into public disrepute, contempt, scandal, ridicule, or that reflects unfavorably on the reputation or the high moral or ethical standards of the University. The university shall have the sole authority to determine whether the conduct of COACH constitutes cause under this provision although it shall not be exercised arbitrarily, capricious or in a discriminatory manner. No damages shall be due if termination is for just cause.
- 10.5 COACH may be terminated at any time due to: (1) natural disasters or other uncontrollable or unforeseen circumstances (force majeure) preventing the university and/or athletics department from continuing operations; (2) war or civil insurrection; (3) financial circumstances in which the University and/or the University of Louisiana System has a declaration of financial exigency. In the event of a financial exigency, a termination can be based on consideration of budgetary restrictions, and priorities for maintenance of program and services and, COACH will receive six (6) months notice of termination or six (6) months regular pay in lieu of such notice. In all



circumstances under this paragraph COACH will receive thirty days notice or thirty days compensation in lieu of such notice. All compensation, including salary, benefits, and other remuneration incidental to employment, cease upon termination.

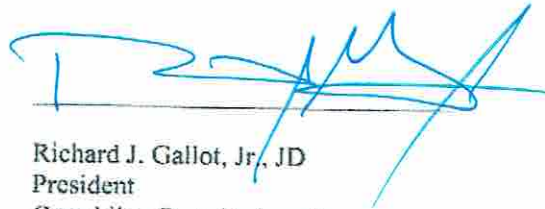
- 10.6 COACH shall promptly report to the University's Title IX Coordinator or Deputy Title IX Coordinator any known violations of the University's or the University of Louisiana System's Sexual Misconduct Policy (including, but not limited to sexual harassment, sexual assault, sexual exploitation, domestic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



Nakeya Hall  
Head Softball Coach  
Grambling State University



Dr. Trayvean Scott, Ph.D.  
Vice President of Intercollegiate Athletics  
Grambling State University



Richard J. Gallot, Jr., JD  
President  
Grambling State University

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

PRESIDENT-BOARD OF SUPERVISORS

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

**ATHLETIC COMMITTEE**

**February 17, 2022**

**Item G.3.**      **Grambling State University's** request for approval of a contract with Ms. Chelsey Lucas, Head Volleyball Coach, effective February 1, 2022.

**EXECUTIVE SUMMARY**

Under this agreement, through December 31, 2025, Coach will earn \$65,000 to be paid in monthly installments. During the contract term, Coach shall have the opportunity to earn supplemental compensation paid to the Coach through the University's normal payroll process. All incentive compensation will be paid by GSU from available auxiliary funds prior to February 28 of the respective contract year. Supplemental compensation for achieving athletic performance goals.

- NCAA National Coach of the Year      \$5,000
- NCAA National Champions      \$10,000
- SWAC Post Season Tournament      \$2,000
- SWAC Coach of the Year      \$1,500
- SWAC Conference Title      \$2,000 (Win or Tie/SWAC Regular Season)

In the event that Coach is terminated without cause, the first two years of this agreement shall be guaranteed; if the University terminates after December 15, 2023, Coach shall be paid her full base salary earned for the remainder of the current fiscal year of the contract in a lump sum as an accounts payable.

In the event Coach terminates the contract without cause to become a volleyball coach, then Coach would be liable to the University for liquidated damages of 50% of the base salary that she would have earned in the last year of the contract.

**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 Grambling State University's request for approval of a contract with Ms. Chelsey Lucas, Head Volleyball Coach, effective February 1, 2022.



January 27, 2022

**MEMORANDUM TO THE BOARD OF SUPERVISORS OF THE  
UNIVERSITY OF LOUISIANA SYSTEM**

**SUBJECT: REQUEST FOR APPROVAL OF A CONTRACT WITH MS. CHELSEY  
LUCAS, HEAD VOLLEYBALL COACH**

Grambling State University (GSU) respectfully requests approval of a contract with Ms. Chelsey Lucas, Head Volleyball Coach, effective February 1, 2022.

Your favorable consideration of this request is greatly appreciated.

Sincerely,

Richard J. Gallot, Jr., JD  
President

Attachment





## CONTRACT OF EMPLOYMENT HEAD VOLLEYBALL COACH

STATE OF LOUISIANA

PARISH OF LINCOLN

This agreement is made and entered into on this 1st day of February 2022, between Grambling State University and through its President, Richard J. Gallot, Jr. and Chelsey Lucas (hereafter referred to as "COACH"). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for Grambling State University, and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the Board.

### 1.0 Employment

- 1.1 The Grambling State University (the "University") does hereby employ COACH as head volleyball coach and COACH does hereby accept employment and agrees to perform all of the services pertaining to volleyball which are required of COACH, as well as, other services as may be contemplated hereunder, all as prescribed by the University through its' President and Vice President of Intercollegiate Athletics.
- 1.2 COACH shall be responsible, and shall report, directly to Grambling State University's Vice President of Intercollegiate Athletics (the "VP of Athletics") and shall confer with the VP of Athletics or the VP of Athletics' designee on all administrative and technical matters. COACH shall also be under the general supervision of Grambling State University's President.
- 1.3 COACH shall manage and supervise the team and shall perform such other duties in Grambling State University's athletic program as the VP of Athletics may reasonably assign.
- 1.4 COACH agrees to represent Grambling State University positively in public and private forums and shall not engage in conduct that reflects adversely on Grambling State University or its athletic programs.

### 2.0 Term

- 2.1 The term of this agreement is for a fixed period commencing on the 1st day of February, 2022, and terminating without further notice to COACH on the 31st day of December 2025, unless extended under the terms of this agreement.
- 2.2 This agreement has an option to renew, with a 1 year extension, 15 days after year two concludes on or about January 15, 2024.
- 2.3 This agreement is renewable for one year, fully guaranteed, if the VP of Athletics leaves the University within the first three years of the agreement.
- 2.4 The extension or renewal of this agreement by the University and an acceptance by COACH, must be in writing and signed by the parties as well as approved by the Board. This agreement in no way grants COACH a claim to tenure in

employment or at Grambling State University.

### 3.0 Compensation

- 3.1 In consideration of COACH'S services and satisfactory performance of this agreement, the University shall pay COACH a minimum base annual salary of SIXTY-FIVE THOUSAND DOLLARS (\$65,000.00) per year for the term of this agreement, payable on a monthly basis.
- 3.2 The University does not guarantee amounts due under this contract beyond the current year of performance. Should the contract be terminated for any reason, amounts due shall be determined in accordance with paragraph 10.
- 3.3 Coach will be entitled to supplemental compensation as an incentive. All incentive compensation will be paid by GSU from available auxiliary funds prior to February 28 of the respective contract year.
- 3.4 Coach will be entitled to supplemental compensation for achieving the following benchmarks/goals.

	<u>Coach</u>
3.4.1 NCAA National Coach of the Year	\$ 5,000.00
3.4.2 NCAA National Champions	\$10,000.00
3.4.3 SWAC Post Season Tournament	\$ 2,000.00
3.4.4 SWAC Coach of the Year	\$ 1,500.00
3.4.5 SWAC Conference Title Win or Tie / SWAC Regular Season	\$ 2,000.00

- 3.5 COACH shall be entitled to a monthly cell phone stipend in the amount of \$75.
- 3.6 COACH shall be entitled to reimbursement expenses for relocation and/or temporary housing costs for up to 90 days, not to exceed \$5,000 upon submission of receipts to the VP of Athletics.

### 4.0 Camps and Clinics

- 4.1 The Head Coach may operate volleyball camp(s) and clinics ("Camp") at University facilities and shall be entitled to 65% of all net profits from operation of the Camp after the payment of all expenses. The University acknowledges that the Camp may include (but is not limited to) the following Camp programs: Coaching Clinics, High School Camp; Youth Camp; Team Camp; Hitting Camp; and/or Serving Camp. The "Camp" must be operated in accordance with the best Louisiana practices, appropriate financial controls, and the rules, guidelines, policies, and procedures of the Athletic Department, University, SWAC and NCAA. The Coach and University agree to a 65/35 revenue share of net profits, and in no event shall the University receive less than normal

GSU Box 607. Grambling, LA 71245

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operational cost of facility rental / usage. Within sixty (60) days of the closing of the Camp, Head Coach will provide to the University a full financial accounting of the Camp, including a statement of income and expenses, an accounting of the distribution to University employees and third parties. The Head Coach agrees that she has the right to operate this Camp only as long as she is the Head Coach and that the University will assume the right to operate the Camp upon the termination of Head Coach's employment. Solely in connection with the operation of such Camp and consistent with the University's Guidelines for Proper Trademark Use, Head Coach shall have permission to use the terms "Grambling State University," "Grambling Lady Tigers," and all other University names, logos, trademarks, and designs, provided, however, that such permission shall not include permission to sell or distribute University or other merchandise except in accordance with this Agreement and University policy. The University will also help promote the Camp programs through announcements utilizing University controlled media as may be requested from time to time by Camp representatives and with the approval of the VP of Athletics or his designee. Nothing in this section shall prohibit the Head Coach from operating a volleyball camp unrelated to the University upon her termination from University employment.

- 4.2 It is specifically agreed that in the operation of such camps, COACH acts for herself in her private capacity and not as an agent or employee of the University and that this agreement constitutes merely a license to use the property and facilities subject to the conditions hereafter stated.
- a) The COACH agrees to secure a policy of insurance in a company approved by the University's Risk Management Office under which the Board of Supervisors of the University of Louisiana, the University, its agents and servants, are named as the insured (or as an additional insured) which provides:
    - i. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage if COACH hires any employees to work at such camps or clinics.
    - ii. Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
  - b) Complete records will be maintained regarding income and expenditures associated with said camp and available for verification by University auditors.
  - c) The COACH agrees to protect, indemnify, and save harmless the University from and against any and all expenses, damages, claims, suits, actions, judgments, and costs whatsoever, including reasonable attorney's fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death which arise out of COACH's gross negligence or willful misconduct during the operation of said camp activities.
  - d) The COACH is an independent contractor during said camp activities and, as such, is licensed to use certain facilities of the University. The COACH, as a University employee, will undertake to observe and require campers and its staff to conform to the general rules applicable to the use of University facilities. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.
  - e) The VP of Athletics will be the administrative officer of the University who will be advised by the COACH of any problems or questions which may arise out of

the operation of summer camps.

5.0 Employee Benefits

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

6.0 Outside Income- Subject to Compliance with Board Rules

- 6.1 The COACH shall be authorized to earn other revenue while employed by the University, but such activities are independent of her University employment and the University shall have no responsibility for any claims arising therefrom. Subject to Section 4.0 above, COACH shall be entitled to retain revenue generated from her operation of volleyball camps and/or volleyball clinics in accordance with University policy relating to camps or clinics conducted by Athletic Department personnel. All outside income will be subject to approval in accordance with the Board of Supervisors for the University of Louisiana System policies.
- 6.2 COACH shall report annually in writing to the President through the VP of Athletics on July 1st all athletic related income from sources outside the University and the University shall have reasonable access to all records of COACH to verify this report (NCAA Constitution Article 10.2.2).

7.0 Apparel, Equipment Endorsements

- 7.1 During the Term COACH acknowledges that she is subject to the Louisiana Code of Governmental Ethics. COACH shall be permitted to accept compensation, goods, publicity, or gratuities of any kind, directly or indirectly, from any company, brand, designer, agency, distributor, or manufacturer in a transaction that is not prohibited. Any such transaction that is not prohibited that results in such compensation, goods, or gratuities shall be reported in accordance with the Board of Supervisors for the University of Louisiana System policies and NCAA rules.

8.0 Compliance with NCAA, Conference and University Rules

- 8.1 COACH shall abide by the rules and regulations of the NCAA, Conference and University. If found in violation of NCAA regulations, COACH shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA Constitution 10.2.1). COACH may be suspended for a period of time, without pay, or the employment of COACH may be terminated if COACH is found to be involved in deliberate and serious violations of NCAA, Conference and University regulations (NCAA Constitution 10.2.1).
- 8.2 COACH shall also abide by the State of Louisiana Code of Government Ethics, University Policy and Regulations, federal laws, other state laws, and the policies and regulations of the University of Louisiana System. In public appearances, she shall at all times conduct herself in a manner that befits a University official and shall always attempt to create goodwill and a good image for the University.



## 9.0 Volleyball Staff

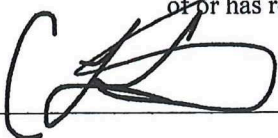
- 9.1 COACH shall have the authority to select unclassified volleyball personnel upon authorization by the VP of Athletics and approval by the President and Board of Supervisors for the University of Louisiana System as required by board policies. COACH shall be responsible to set and oversee the schedule of volleyball games and related activities, as long as such schedules are approved by the VP of Athletics and complies with all University policies and procedures.

## 10.0 Termination

- 10.1 Either party may terminate this agreement without just cause prior to the expiration of its terms by giving (30) days written notice to the other party. Prior to termination of COACH, University will obtain approval from the President of the University of Louisiana System.
- 10.2 If without cause, the first two years of this agreement shall be guaranteed, if the University terminates after December 15, 2023. COACH shall be paid her full base salary earned for the remainder of the current fiscal year of the contract in a lump sum as an accounts payable.
- 10.3 In the event COACH terminates the Contract without cause to become a volleyball coach, then, COACH would be liable to the University for liquidated damages of 50% of the base salary that she would have earned in the last year of the contract. The liquidated damages shall be due and payable over six (6) months in six (6) equal payments from the date of termination. If COACH terminates this contract for any other reason than becoming employed as a volleyball coach including, without limitation, retirement, health or personal reasons, disability, employment in another profession, then the COACH shall have no responsibility, obligation, or liability to the University.
- 10.4 COACH may be terminated by the President taking into account the recommendation of the VP of Athletics at any time for just cause. Just cause for termination of COACH shall include, but is not limited to a knowing or willful violation or gross disregard of state or federal laws, NCAA or Conference regulations or University policies or procedures; COACH's unreasonable failure to utilize her best efforts in the fulfillment of her duties as may be reasonably required hereunder; or behavior that brings the employee into public disrepute, contempt, scandal, ridicule, or that reflects unfavorably on the reputation or the high moral or ethical standards of the University. The university shall have the sole authority to determine whether the conduct of COACH constitutes cause under this provision although it shall not be exercised arbitrarily, capricious or in a discriminatory manner. No damages shall be due if termination is for just cause.
- 10.5 COACH may be terminated at any time due to: (1) natural disasters or other uncontrollable or unforeseen circumstances (force majeure) preventing the university and/or athletics department from continuing operations; (2) war or civil insurrection; (3) financial circumstances in which the University and/or the University of Louisiana System has a declaration of financial exigency. In the event of a financial exigency, a termination can be based on consideration of budgetary restrictions, and priorities for maintenance of program and services and, COACH will receive six (6) months notice of termination or six (6) months regular pay in lieu of such notice. In all other

circumstances under this paragraph COACH will receive thirty days notice or thirty days compensation in lieu of such notice. All compensation, including salary, benefits, and other remuneration incidental to employment, cease upon termination.

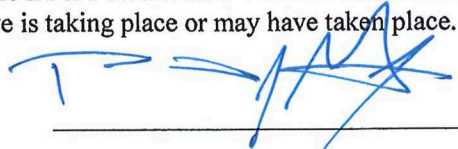
- 10.6 COACH shall promptly report to the University's Title IX Coordinator or Deputy Title IX Coordinator any known violations of the University's or the University of Louisiana System's Sexual Misconduct Policy (including, but not limited to sexual harassment, sexual assault, sexual exploitation, domestic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



Chelsey Lucas  
Head Volleyball Coach  
Grambling State University



Dr. Trayvean Scott, Ph.D.  
Vice President of Intercollegiate Athletics  
Grambling State University



Richard J. Gallot, Jr., JD  
President  
Grambling State University

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

\_\_\_\_\_  
PRESIDENT-BOARD OF SUPERVISORS

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

**ATHLETIC COMMITTEE**

**February 17, 2022**

**Item G.4.**      **McNeese State University's** request for approval of a contract with Mr. Gary Goff, Head Football Coach, effective December 20, 2021.

**EXECUTIVE SUMMARY**

Under this 36-month contract, through December 31, 2024, Coach will earn an annual base salary as follows: December 20, 2021 to June 30, 2022 – \$200,000 (Year 1); July 1, 2022 to December 31, 2022 – \$250,000 (Year 1); January 1, 2023 to December 31, 2022 – \$250,000 (Year 2); January 1, 2024 to December 31, 2024 – \$260,000 (Year 3). The salary shall be comprised of a McNeese State University base salary of \$200,000 and the remaining portion as a premium benefit to be paid by the McNeese State University Foundation. The contract may be renewed for two additional one-year terms, under the same terms and conditions, with mutual agreement of the parties. University may permit additional (non-recurring) supplemental pay to Coach for specific and extraordinary achievement and academic success.

During the contract term, Coach shall have the opportunity to earn Incentive Compensation paid to the Coach through the University's normal payroll process. The Foundation is also responsible for increased related benefit payments associated with the supplement. Incentive compensation for achieving athletic performance goals (cumulative):

- \$5,000 – Conference Co-Champions or Champions
- \$2,500 – Conference Coach of the Year
- \$5,000 – National Coach of the Year
- \$5,000 – NCAA Playoff Participation
- \$500 – Each Win in the NCAA Playoffs
- \$25,000 – FCS National Champions
- \$5,000 – Win over Football Bowl Subdivision (FBS) Opponent
- \$250 per Student-Athlete – First Team All-Conference Selection
- \$500 per Student-Athlete – Defensive and/or Offensive Player of the Year

Incentive compensation for achieving academic performance goals:

- \$2,500 – 940-959 single year APR
- \$5,000 – 960+ single year APR

If the University terminates the agreement without cause, Coach shall be entitled to an amount equal to all remaining compensation, including, but not limited to, Base Salary (including the University Foundation Premium) and Benefits that would have been due to Coach under this agreement had Coach remained employed by University from the date of termination through the end of the term. The parties agree that any amounts due beyond June 30 of the fiscal year when

termination occurs will be funded solely by the McNeese State University Foundation athletic related accounts.

In the event Coach terminates this contract without cause to accept a position as a head or assistant coach at a different University or Community College or other educational organization or any professional athletic organization, Coach or third party shall pay University the following amounts as liquidated damages:

- If Coach terminates the contract between December 20, 2021 and December 31, 2022, University shall be entitled to receive \$250,000 from Coach or from third party.
- If Coach terminates the contract between January 1, 2023 and December 31, 2023, University shall be entitled to receive \$150,000, from Coach or from third party.
- If Coach terminates the contract between January 1, 2024 and December 31, 2024, University shall be entitled to receive \$100,000, from Coach or from third party.
- If there is a change in Athletic Director at any point during this term, the amounts listed above are reduced by 50%.
- Coach will not seek or apply for any other positions without prior notice to the Athletic Director or Sport Administrator.

### **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 McNeese State University's request for approval of a contract with Mr. Gary Goff, Head Football Coach, effective December 20, 2021.





**G.4.**

January 27, 2022

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

Dear Dr. Henderson:

McNeese State University requests approval of the contractual agreement with Mr. Gary Goff, Head Football Coach, effective December 20, 2021.

Please place this item on the ULS Board of Supervisors' agenda for consideration and approval at the February 17, 2022 meeting.

Thank you for your attention in this matter.

Sincerely,

Dr. Daryl V. Burckel  
President

Attachments

# McNEESE STATE UNIVERSITY

## HEAD FOOTBALL COACH CONTRACT OF EMPLOYMENT

STATE OF LOUISIANA

PARISH OF CALCASIEU

This contract is made and entered into between McNeese State University through its President, Dr. Daryl V. Burckel, McNeese State University Foundation represented by Dr. Wade Rousse, and **GARY GOFF** (hereinafter referred to as "COACH"). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for McNeese State University (the "Board"). Therefore, the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the Board.

### **1.0 Employment**

- 1.1 McNeese State University (the "University") does hereby employ COACH as **HEAD FOOTBALL COACH** and COACH does hereby accept employment and agrees to perform all of the services pertaining to **FOOTBALL** which are required of COACH, as well as, other services as may be contemplated hereunder, all as prescribed by the University through its President and Athletics Director.
- 1.2 COACH shall be responsible, and shall report, directly to the University's Director of Athletics (the "Director") and shall confer with the Director or the Director's designee on all administrative and technical matters. COACH shall also be under the general supervision of McNeese State University's President.
- 1.3 COACH shall manage and supervise the team and shall perform such other duties in McNeese State University's athletic program as the Director may assign.
- 1.4 COACH agrees to represent McNeese State University positively in public and private forums and shall not engage in conduct that reflects adversely on McNeese State University or its athletic programs.

### **2.0 Term**

- 2.1 The term of this contract is for a fixed period of thirty-six (36) months, commencing on the **20th day of December 2021**, and terminating without further notice to COACH on the **31st day of December 2024**. With the option of (2) additional one (1) year extensions, conditioned upon both the Coach and the University agreeing in writing to extend. (the "Term"). Throughout the Term, each period of January 1<sup>st</sup> through December 31<sup>st</sup> shall be deemed a "Contract Year," so that the 1<sup>st</sup> Contract Year of the Agreement is January 1<sup>st</sup>, 2022 – December 31<sup>st</sup>, 2022, the second Contract Year is January 1<sup>st</sup>, 2023 – December 31<sup>st</sup>, 2023, and so forth.

If no written notice is otherwise given by COACH by December 15<sup>th</sup> of Contract Year 1, then the end date of this agreement will automatically extend on all terms and conditions to December 31<sup>st</sup>, 2025 (Contract Year 4). If no written notice is otherwise given by COACH by December 15<sup>th</sup> of Contract Year 2, then the end date of this agreement will automatically extend on all terms and conditions to December 31<sup>st</sup>, 2026 (Contract Year 5).

- 2.2 After the **31st Day of December 2026**, This contract is renewable solely upon an offer from McNeese State University and an acceptance by COACH, both of which must be in writing, signed by the parties, and approved by the Board. This contract in no way grants COACH a claim to tenure in employment, nor shall COACH'S service pursuant to this contract count in any way toward tenure at McNeese State University.
- 2.3 This contract may be amended or extended at any time during the period of this contract by mutual agreement of all parties.

### **3.0 Compensation**

- 3.1 In consideration of COACH'S services and satisfactory performance, McNeese State University shall pay COACH a base annual (12-month) salary in the amounts below, payable on a monthly basis.

1. **December 20, 2021 to June 30, 2022 – \$200,000 (Year 1)**
2. **July 1, 2022 to December 31, 2022 – \$250,000 (Year 1)**
3. **January 1, 2023 to December 31, 2022 – \$250,000 (Year 2)**
4. **January 1, 2024 to December 31, 2024 – \$260,000 (Year 3)**
5. **January 1, 2025 to December 31, 2025 – \$260,000 (Year 4)**
6. **January 1, 2026 to December 31, 2026 – \$260,000 (Year 5)**

- 3.2 The above mentioned salary shall be comprised of a McNeese State University base salary of \$200,000 and the remaining portion as a premium benefit to be paid by the McNeese State University Foundation. The funds shall be



transferred from the foundation to the University and paid to the COACH through the University's normal payroll process. The Foundation is also responsible for any increased related benefit payments or costs associated with the annual premium benefit and the Foundation shall pay McNeese State University such payments or costs upon demand by McNeese State University.

- 3.3 The University does not guarantee amounts due under this contract beyond the current year of performance. Should the contract be terminated for any reason, amounts due shall be determined in accordance with **section 13** of this contract.
- 3.4 The University may permit additional (non-recurring) supplemental pay to COACH for specific and extraordinary achievement in accordance and as stipulated by the University policy and as allowed by NCAA Division I bylaw 11.3.2.3.
- 3.5 In this appointment, in accordance with ULS Policy Number FS.111.XXI.-1, COACH will not accrue Compensatory Leave and COACH will be exempt from taking leave when the University is officially closed at holiday breaks.
- 3.6 COACH may be eligible for cost of living or merit pay increases in addition to the stated base salary. COACH is also subject to pay adjustment according to economic circumstances that affect all employees in the unclassified state service.
- 3.7 During the Term, COACH shall have the opportunity to earn Bonus Compensation paid to the COACH through the University's normal payroll process. The Foundation is also responsible for increased related benefit payments associated with the supplement.

**Incentive compensation for achieving athletic performance goals (cumulative):**

- \$5000 – Conference Co-Champions or Champions**
- \$2500 – Conference Coach of the Year**
- \$5000 – National Coach of the Year**
- \$5000 – NCAA Playoff Participation**
- \$500 – Each Win in the NCAA Playoffs**
- \$25,000 – FCS National Champions**
- \$5000 – Win over Football Bowl Subdivision (FBS) Opponent**
- \$250 per Student Athlete – First Team All-Conference Selection**
- \$500 per Student Athlete – Defensive and/or Offensive Player of the Year**

**Incentive compensation for achieving academic performance goals:**

- \$2500 – 940-959 single year APR**
- \$5000 – 960 + single year APR**

**4.0 Contracts for Broadcast and/or Telecast**

- 4.1 COACH may host a radio or television show to promote the McNeese State University **FOOTBALL** Team, with approval from the Athletic Director and Sport Supervisor.
- 4.2 It is specifically agreed that in the filming or producing of such shows, COACH acts for himself/herself in his/her private capacity and not as an agent or employee of the University and that this contract constitutes merely a license to use the property and facilities subject to the conditions hereafter stated:
  - (a) The COACH agrees to pay the University all out-of-pocket costs incurred by the University in the filming or production of the show.
  - (b) Long distance phone calls, University supplies, printing, postage, University vehicles, etc., will be utilized on a complete University cost recovery basis.
  - (c) Complete records will be maintained regarding income and expenditures associated with said show and available for verification by University auditors.
  - (d) The COACH agrees to protect, indemnify and save harmless the University from and against any and all expenses, damages, claims, suits, actions, judgments, and costs whatsoever, including reasonable attorney's fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death resulting from said show.

- (e) The COACH is an independent contractor during said radio or television activities and, as a University employee, will undertake to observe all general rules and policies of the University. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.
  - (f) The Director of Intercollegiate Athletics will be the administrative officer of the University who will be advised by the COACH of any problems or questions which may arise out of the radio or television show.
- 4.3 Any compensation received by COACH for the participation in the radio or television show shall be solely for the benefit of COACH and not the University, except for reimbursements as otherwise provided for herein and in accordance with University policy relating to camps or clinics conducted by Athletic Department personnel.

## **5.0 Camps and Clinics**

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

## **6.0 Courtesy / Leased Vehicle and Miscellaneous Benefits**

- 6.1 The COACH may receive a courtesy/leased vehicle if an arrangement can be made through a local dealership. The benefit shall not be considered earned income for the purpose of computation of retirement benefits, and COACH shall be responsible for all applicable taxes. The University has no obligation to furnish a vehicle to COACH. The arrangements for a vehicle may be made by either the Athletics Director or COACH.
- 6.2 Insurance on any courtesy / leased vehicle must be paid for by the dealership, the COACH, or some other arrangement agreed to by the Athletics Director.
- 6.3 The COACH may be reimbursed for miles driving the courtesy / leased vehicle on school-sponsored business as authorized and approved following the University of Louisiana System Athletic Travel Policy No. IA-V.(2a).
- 6.4 The COACH will have an one-time allowance to reimburse for moving expenses, not to exceed \$15,000.
- 6.5 The COACH shall be given a package of complementary tickets to athletic sporting events as listed below.

**8 Reserved Champions Club football tickets**  
**6 Stadium Reserved Football tickets**



**8 Football Parking Passes  
4 Tickets to all other sporting events**

**7.0 Employee Benefits**

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

**8.0 Outside Income and/or Benefits**

- 8.1 With approval from the University President and in accordance with University and Board policies, COACH shall be authorized to earn other revenue while employed by the University, but such activities are independent of his/her University employment, and the University shall have no responsibility for any claims arising there from. COACH shall be entitled to retain revenue generated from his/her operation of FOOTBALL camps and/or FOOTBALL clinics in accordance with University policy relating to camps or clinics conducted by Athletic Department personnel. All outside income will be subject to approval in accordance with the Board of Supervisors for the University of Louisiana System policies (Adopted 2/24/95). Coach shall report annually in writing to President all athletically-related income, revenue, and/or benefits Coach receives from sources outside University, and Coach shall abide by all NCAA regulations regarding outside compensation. Examples of outside income 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 the University. All outside compensation must also comply with the Louisiana Code of Governmental Ethics.
- 8.2 Notwithstanding the above or anything else herein to the contrary, if COACH receives athletically related income or benefits totaling more than \$600 per year from any source or combination of sources other than Employer, COACH must report all such income or benefits to the PRESIDENT in writing at least annually. Examples include, without limitation, income or benefits from (1) endorsement or consultation contracts with apparel companies, equipment manufacturers, or television or radio programs; (2) ownership, control, or management of a foundation, organization, or other entity; and (3) participation in athletic camps outside of those offered by Employer (see Bylaw 11.2.2.).

**9.0 Apparel, Equipment Endorsements**

- 9.1 The University shall pay to COACH any funds for which he/she is responsible in obtaining for the University through his/her endorsements of show, apparel, or equipment manufacturers. The benefits shall not be considered earned income for the purpose of computation of retirement benefits, and COACH shall be responsible for all applicable taxes.

**10.0 Compliance with NCAA and Conference Rules and Regulations, and University Policies and Procedures**

- 10.1 COACH shall abide by the NCAA and Conference rules and regulations and the policies and procedures of the University. Pursuant to NCAA Bylaw 11.2.1, Coach understands that Coach 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). If found in violation of NCAA regulations, COACH shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA Constitution 11.2.1). If found in violation of Conference rules and regulations, or University policies and procedures, COACH shall be subject to disciplinary or corrective action as set forth by Conference rules and regulations or University policies and procedures. COACH may be suspended for a period of time, without pay, or the employment of COACH may be terminated if COACH is found to be involved in deliberate and serious, or repetitive, violations of NCAA regulations (NCAA Constitution 11.2.1), Conference rules and regulations, or University policies and procedures.
- 10.2 COACH shall also abide by the State of Louisiana Code of Government Ethics, University Policy and Procedures, and the policies and procedures of the University of Louisiana System. In public appearances he/she shall at all times conduct himself/herself in a manner that befits a University official and shall always attempt to create goodwill and a good image for the University.
- 10.3 COACH shall promote an atmosphere for compliance within the program supervised by the COACH and shall monitor the activities regarding compliance of all assistant coaches and other administrators involved with the program who report directly or indirectly to the COACH (NCAA Division I Bylaw 11.1.2.1 Responsibility of Head Coach).
- 10.4 COACH and Employer acknowledge and agree that (1) COACH has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case (see NCAA Bylaw 19.2.3 for examples of full cooperation), and (2) an individual who is found in violation of NCAA regulations shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA infractions process (see NCAA Bylaw 19), including suspension without pay or termination of employment

**11.0 Compliance with Local, State and Federal Laws**



- 11.1 COACH shall abide by the laws of the local, state and federal governments. COACH may be suspended for a period of time, without pay, or the employment of COACH may be terminated if COACH is found to be involved in violation or gross disregard of local, state or federal laws.

## **12.0 Staff and Scheduling**

- 12.1 Adhering to the University hiring policies, COACH shall have the authority to select associate / assistant coaches upon approval by the Athletics Director, the President, and the Board of Supervisors for the University of Louisiana System. Associate / assistant coaches shall be appointed as University unclassified personnel.
- 12.2 Coaching Staff Salary Pool will not exceed **\$700,000** and is broken down as follows:
- 10 – Assistant Coaches
  - 2 – Graduate Assistant / Quality Control Coaches

- 12.3 All scheduling must be reviewed and have final approval from the Director of Athletics and/or Sport Administrator.

## **13.0 Termination**

- 13.1 Either party may terminate this agreement without just cause prior to the expiration of its terms by giving five (5) days written notice to the other party. Prior to termination of COACH, the University will obtain approval from the President of the University of Louisiana System.

- 13.2 COACH may be terminated by the Athletic Director at any time for violation or gross disregard of state or federal laws (excluding minor offenses or those punishable by citation), or deliberate and serious violations of NCAA, conference, or university rules, regulations, policies or procedures, or engaging in conduct, which is clearly contrary to the character and responsibilities of a person occupying the position of **HEAD FOOTBALL COACH** or which substantially negatively or substantially adversely affects the reputation of the University or McNeese State University athletics or for any violation of this contract; provided, however, prior to termination, University shall meet with COACH to notify him of alleged offending behavior under this clause, following which COACH will have fourteen (14) days to cure alleged offending behavior or violation. University shall provide a good faith opportunity for COACH to cure alleged behavior or violation. In the event of such termination, COACH will receive thirty (30) calendar days notice of termination or thirty (30) calendar day's regular pay in lieu of such notice. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination. The judgment as to whether the conduct of COACH constitutes cause under this provision shall not be exercised arbitrarily, capriciously or in a discriminatory manner by the University. No damages or other amounts than are specified in this section 14.2 shall be due if termination is for just cause.

- 13.3 The University may at any time, and in its sole discretion, terminate the employment of COACH for any reason.

(a) In the event the University terminates the contract, without cause, University shall pay to Coach, within ninety (90) days and on a date mutually agreed upon by University and COACH, an amount equal to all remaining compensation, including, but not limited to Base Salary (including the University Foundation Premium) and Benefits that would have been due to COACH under this Agreement had COACH remained employed by University from the date of termination through the end of the Term. In addition, University will pay to COACH, within thirty (30) days in which University exercises its right to Terminate this Agreement without cause, any compensation or Bonus 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 other withholdings. The parties agree that any amounts due beyond the current fiscal year shall be funded solely by the McNeese State University Foundation athletic related accounts.

- 13.4 In the event COACH terminates this Contract without cause to accept a position as a head or assistant coach at a different University or Community College or other educational organization or any professional athletic organization, COACH or third party shall pay University the following amounts which shall be deemed as agreed upon liquidated damages owed to McNeese State University because the costs the University will incur to search for and hire a new **FOOTBALL** head coach are difficult to determine. COACH shall have no further liability under this Agreement upon University's full reimbursement by a third party for the liquidated damages. Such liquidated damages shall be received by University within 90 days of termination. The amount of such reimbursements will be calculated as follows:

- If COACH terminates the contract between **DECEMBER 20, 2021 and December 31, 2022**, University shall be entitled to receive **\$250,000**, from COACH or from third party.
- If COACH terminates the contract between **January 1, 2023 and December 31, 2023**, University shall be entitled to receive **\$150,000**, from COACH or from third party.
- If COACH terminates the contract between **January 1, 2024 and December 31, 2024**, University shall be entitled to receive **\$100,000**, from COACH or from third party.

- If COACH terminates the contract between January 1, 2025 and December 31, 2025, University shall be entitled to receive \$100,000, from COACH or from third party.
- If COACH terminates the contract between January 1, 2026 and December 31, 2026, University shall be entitled to receive \$0, from COACH or from third party.
- If there is a Change in Athletic Director at any point during this term, the amounts listed above are reduced by 50%.
- Coach will not seek or apply for any other positions without prior notice to the Athletic Director or Sport Administrator.

13.5 COACH shall promptly report to the University's Title IX Coordinator or Deputy Title IX Coordinator any Known Violation(s) of the University or the University of Louisiana System's Sexual Misconduct Policy (including, but not limited to sexual harassment, sexual assault, sexual exploitation, domestic violence and stalking) that involve any student, faculty, or staff or that is in connection with a University sponsored activity or event. Any emergency situation shall be immediately reported to 911 and/or law enforcement. For purposes of this paragraph, a "Known Violation" shall mean a violation or an allegation of a violation of Title IX and/or the University's or the University of Louisiana System's Sexual Misconduct Policy that COACH is aware of or has reasonable cause to believe is taking place or may have taken place. The University may terminate this Agreement for cause pursuant to the for-cause-termination provisions of this Agreement for any determined violation by COACH for failure to report a Known Violation of: Title IX of the Education Amendments of 1972; the University's Sexual Misconduct Policy; or the University of Louisiana System's Sexual Misconduct Policy.

13.6 Should COACH's contract be terminated for just cause, the University shall not be liable for any payments or benefits specified in this contract past the effective date of termination. Just cause for termination shall include, but not be limited to:

- (a) violation or gross disregard of local, state, or federal laws, NCAA or Conference rules or regulations, or University policies or procedures, as well as
- (b) engaging in conduct, as solely determined by the University, which is clearly contrary to the character and responsibilities of a person occupying the position of **HEAD FOOTBALL COACH** or which negatively or adversely affects the reputation of the University or McNeese State Athletics in any way.

#### **14.0 Fundraising**

14.1 All fundraising activities by COACH must be pre-approved by the Director, or his designee, and coordinated with the Vice President for University Advancement to ensure that such activities are in line with the mission of the department and in compliance with University policies.

#### **15.0 Severability**

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

#### **16.0 Force Majeure**

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

#### **17.0 Previous Agreements**

17.1 This employment contract shall supersede and replace any and all previous employment contracts that may have been entered between the parties to this agreement.



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

WITNESSES:

Jason Bolger  
[Signature]  
Jessica Pousson  
Deb Kingrey

Gary Goff Date 12-19-21  
Gary Goff, Head Football Coach  
McNeese State University  
[Signature] Date 12-19-21  
Heath Schroyer, Director of Athletics  
McNeese State University  
Wade Rousse Date 12-19-21  
Dr. Wade Rousse, Vice President  
McNeese Foundation  
[Signature] Date 12-19-21  
Dr. Daryl V. Burckel, President  
McNeese State University

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

\_\_\_\_\_  
SECRETARY – Board of Supervisors



# GARY GOFF

## FOOTBALL COACH

### Career Highlights

**Broke over 25 university records**

**Holds 2 university total win records**

**Coached 5 future NFL players and 3 NCAA All-American's**

### COACHING EXPERIENCE

#### Head Coach

VALDOSTA STATE UNIVERSITY | 2019 - PRESENT

- Led the Blazers to a season of 10-1 and 8-0 in Gulf South Conference play, earning Gulf South Conference Co-Coach of the Year honors
- In 2019 the team ranked #1 nationally throughout the regular season and a berth in the second round of the NCAA Division II Football playoffs
- Coached a league-best 13 All-GSC selections and 3 All-American's including OL Adonis Sealey and Brandon Kemp (who signed with the Tennessee Titans) and GSC Offensive Player of the Decade, and finalist for the Harlon Hill Trophy, Rogan Wells.
- Led the fourth nationally ranked offense in completion percentage (.701), finished 14th nationally in first downs gained (276), 11th in rushing offense at 260.2 yards per game, 12th in passing efficiency at 162.12, and third in total offense at 522.1 yards per game, while finishing 20th in scoring offense at 38.9 points per game

#### Head Coach

TIFFIN UNIVERSITY | 2011 - 2019

- Most GLIAC Wins conference wins in school history, achieved a top 15 ranking in the country, and had 16 All-Conference players
- Earned the programs first Great Lakes Intercollegiate Athletic Conference (GLIAC) Coach of the Year honors (2016)
- Led one of the offenses in country in 2016 averaging 434.5 yards per game, while his quarterback Antonio Pipkin was a Harlon Hill nominee and was named GLIAC Player of the Year. Pipkin tallied seven Tiffin career records and four GLIAC records, ranking 13th all-time in career total offense, 19th in total offense per game, 27th in career passing yards, and is only the third quarterback at the Division II level to ever accumulate at least 2,000 rushing yards and throw for 10,000 passing yards in a career
- Achieved the program's first Academic All-American as 74 players finished the 2016 fall semester with a 3.0 gpa or higher
- Increased squad size and successfully fundraised for program improvements
- Coached DB Brandon Person, who was named Honorable Mention All Conference and later signed with the Arizona Cardinals
- Coached WR Marcus Beaurem, who holds the all-time school receiving record, was named Honorable Mention All-Conference, and later signed with the Detroit Lions

#### Offensive Coordinator - QB Coach

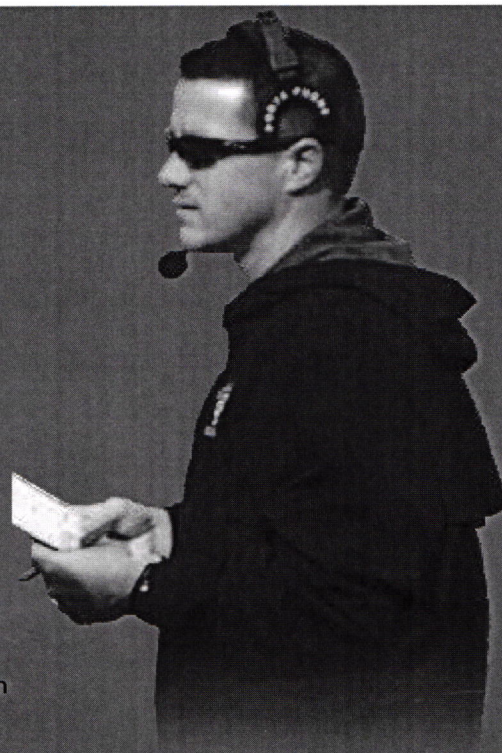
WEST VIRGINIA WESLEYAN UNIVERSITY | 2010 - 2011

- Academic and Travel Coordinator, Faculty Liaison and recruited areas such as Texas, Oklahoma, and Georgia
- Implemented offensive gameplans and schemes that guided the largest turnaround in NCAA from 2-8 to 9-2
- Broke 12 offensive records and achieved the schools first national ranking
- Tied record for most wins and ranked nationally for the first time in school history
- Coached 2x all-conference QB Adam Neugebauer who holds the single season record for passing TD, attempts, and completions
- Coached 1st Team all-conference WR Jon Meadows who holds the All-time record in single season receptions, as well as being the All-time leader receiving yards and receptions

#### Pass Game Coordinator - WR Coach

PRINCETON UNIVERSITY | 2009 - 2010

- Helped implement gameplans and recruited area included Texas, Oklahoma, and Georgia
- Served as JV Head Coach, video exchange coordinator, and helped schedule travel and meals
- Helped raise largest gift in school history and monitored team academic performance
- Coached Trey Peacock, who was named 2009 All-Ivy League



#### EDUCATION

B.B.A. Valdosta State University

M.Ed. Tiffin University

#### Contact Information

Email: garygoff505@msn.com

Phone: 609-213-8096



## Co-Offensive Coordinator

NEW MEXICO STATE UNIVERSITY | 2005 - 2008

- Implemented schemes and game plans ranked 3rd nationally in total offense, 2nd nationally in passing offense, 15th nationally in scoring offense and broke 21 offensive school records by recruiting areas such as Dallas, Houston, Denver, and Baton Rouge
- Managed an equipment budget that focused on the Adidas account and ordering, assisted head coach in fundraising
- Coached two time-time All-American WR Chris Williams, who holds the all-time leading receiving record in yardage and was a 2007 Biletnikoff Award Finalist, later signing with the Cleveland Browns

## Assistant Coach - WR Coach - Equipment Manager

SOUTHEASTERN LOUISIANA UNIVERSITY | 2003 - 2004

- Resurrected and developed football program from a twenty year hiatus
- Assisted head coach in game planning and play calling that ranked 1st nationally in total offense and was ranked in the top 25
- Coached 2004 All-American WR Felton Huggins (season school record for receptions). He later signed with the Buffalo Bills

## WR

VALDOSTA STATE UNIVERSITY | 1993 - 1996

- Transferred from University of Mary as a walk on that later earned a scholarship and was named team captain in 1996
- helped the team win their first Gulf South Conference title and first two NCAA playoff seasons in program history (1994, 1996)

## COACHING PHILOSOPHY

- I believe that great coaches are also great teachers. When I recruit players into a program, I want them to know that they will not only grow their athletic ability, but they will also grow into solid young men. Coaching is an opportunity to mold young men and help them in football as well as all other aspects of life. I strive to be the best role model for them as possible as a husband, father, and coach.

## STYLE OF PLAY

- Tempo and repetition are the keys to my style of offense and defense. I have been very fortunate to have played and coached in the Air Raid offense, which over the last fifteen years has been one of the top ranked offenses in all divisions. The offense is a blend of Lavell Edwards and Bill Walsh's philosophies and schemes. The Air Raid has most recently gained attention by its implementation at Texas Tech, Oklahoma State, and Arizona.
- The offense is a no-huddle, tempo-controlled system that uses multiple formations and motions designed to spread the defense out and to attack their weaknesses. Defenses can be attacked by the vertical passing game, horizontal passing game, or by the run game.
- I believe in some of the same philosophies when it comes to the defense. Repetition is also the key factor for execution on this side of the ball. I want my defensive players to play fast and simply react to offenses, bringing pressure from all areas, while being able to handle the run game.

## COMMUNITY RELATIONS

- Another fundamental expectation I will have for my players is that they must represent themselves both on and off the field in a first-class manner that will make the university proud. People want to be involved and support a program that does things the right way and whose athletes are involved in the community. I will make it a personal priority to speak to civic groups in the area and appear at as many alumni functions as possible.

## ACADEMICS

- The most important variable to academic success is recruiting student athletes into the program who already possess the personal drive to receive a college degree. Academics is the number one priority, and my players will understand that they are a student first and an athlete second. My players will also understand accountability and how they will be solely responsible for putting forth effort in the classroom, study hall, and tutoring sessions. Education is the key to their future, everything else, including football, is secondary.

## RECRUITING

- Outside of academic success, there is no aspect of the program more important than recruiting. I will be a recruiting-oriented head coach who understands how essential it is to have tremendous student-athletes who represent the university well on the field and, just as importantly, off of it. My staff and I will spend endless hours researching potential prospects, their families, and their backgrounds to ensure this.
- Relationships are key, and we will work extremely hard to develop them with everyone in a recruit's life. I will tell every recruit that the one thing I personally guarantee is that we won't be outworked. I will take tremendous pride in how I run a program, and I will have every recruit that visits the campus ask the current players how they have enjoyed their experiences so far. The current players are the true recruiters for a program.



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

**ATHLETIC COMMITTEE**

**February 17, 2022**

**Item G.5.**      **McNeese State University's** request for approval of a contract with Mr. Andrew Fitzgerald, Head Women's Soccer Coach, effective January 1, 2022.

**EXECUTIVE SUMMARY**

Under this agreement, through December 31, 2025, Coach will earn \$53,207 to be paid in monthly installments. University may permit additional (non-recurring) supplemental pay to Coach for team participation in post-season events in accordance and as stipulated by the University policy titled Bonuses for Specific and Extraordinary Achievement and as allowed by NCAA bylaws.

During the contract term, Coach shall have the opportunity to earn Incentive Compensation paid to the Coach through the University's normal payroll process. The Foundation is also responsible for increased related benefit payments associated with the supplement. Incentive compensation for achieving athletic performance goals.

- \$1,500 – Coach of the Year
- \$2,500 – Regular Season Championship
- \$2,500 – Conference Tournament Championship
- \$5,000 – Each NCAA Tournament Win

Academic Incentives:

- \$1,000 – 985 or higher single year APR

If the University terminates the agreement without cause, Coach shall be entitled to an amount equal to all remaining compensation, including, but not limited to, Base Salary under this agreement had Coach remained employed by University from the date of termination through the end of the term. The parties agree that any amounts due beyond June 30 of the fiscal year when termination occurs will be funded solely by the McNeese State University Foundation athletic related accounts.

**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 McNeese State University's request for approval of a contract with Mr. Andrew Fitzgerald, Head Women's Soccer Coach, effective January 1, 2022.***





**G.5.**

January 27, 2022

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

Dear Dr. Henderson:

McNeese State University requests approval of the contractual agreement with Mr. Andrew Fitzgerald, Head Soccer Coach, effective January 1, 2022.

Please place this item on the ULS Board of Supervisors' agenda for consideration and approval at the February 17, 2022 meeting.

Thank you for your attention in this matter.

Sincerely,

Dr. Daryl V. Burckel  
President

Attachments

# McNEESE STATE UNIVERSITY

## HEAD SOCCER COACH CONTRACT OF EMPLOYMENT

### STATE OF LOUISIANA

### PARISH OF CALCASIEU

This contract is made and entered into between McNeese State University through its President, Dr. Daryl V. Burckel, McNeese State University Foundation represented by Dr. Wade Rousse, and **ANDREW FITZGERALD** (hereinafter referred to as "COACH"). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for McNeese State University (the "Board"). Therefore, the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the Board.

#### **1.0 Employment**

- 1.1 McNeese State University (the "University") does hereby employ COACH as **HEAD SOCCER COACH** and COACH does hereby accept employment and agrees to perform all of the services pertaining to **SOCCER** which are required of COACH, as well as, other services as may be contemplated hereunder, all as prescribed by the University through its President and Athletics Director.
- 1.2 COACH shall be responsible, and shall report, directly to the University's Director of Athletics (the "Director") and shall confer with the Director or the Director's designee on all administrative and technical matters. COACH shall also be under the general supervision of McNeese State University's President.
- 1.3 COACH shall manage and supervise the team and shall perform such other duties in McNeese State University's athletic program as the Director may assign.
- 1.4 COACH agrees to represent McNeese State University positively in public and private forums and shall not engage in conduct that reflects adversely on McNeese State University or its athletic programs.

#### **2.0 Term**

- 2.1 The term of this contract is for a fixed period of FORTY-EIGHT (48) months, commencing on the **1st day of January 2022**, and terminating without further notice to COACH on the **31st day of December 2025**.
- 2.2 This contract is renewable solely upon an offer from McNeese State University and an acceptance by COACH, both of which must be in writing, signed by the parties, and approved by the Board. This contract in no way grants COACH a claim to tenure in employment, nor shall COACH'S service pursuant to this contract count in any way toward tenure at McNeese State University.
- 2.3 This contract may be amended or extended at any time during the period of this contract by mutual agreement of all parties.

#### **3.0 Compensation**

- 3.1 In consideration of COACH'S services and satisfactory performance, McNeese State University shall pay COACH a base annual (12-month) salary in the amounts below, payable on a monthly basis.

**January 1, 2022 to December 31, 2025 -- \$53,207**

- 3.2 The University does not guarantee amounts due under this contract beyond the current year of performance. Should the contract be terminated for any reason, amounts due shall be determined in accordance with **section 13** of this contract.
- 3.3 The University may permit additional (non-recurring) supplemental pay to COACH for specific and extraordinary achievement in accordance and as stipulated by the University policy and as allowed by NCAA Division I bylaw 11.3.2.3.
- 3.4 In this appointment, in accordance with ULS Policy Number FS.111.XXI.-1, COACH will not accrue Compensatory Leave and COACH will be exempt from taking leave when the University is officially closed at holiday breaks.
- 3.5 COACH may be eligible for cost of living or merit pay increases in addition to the stated base salary. COACH is also subject to pay adjustment according to economic circumstances that affect all employees in the unclassified state service.



- 3.6 During the Term, COACH shall have the opportunity to earn Bonus Compensation paid to the COACH through the University's normal payroll process. The Foundation is also responsible for increased related benefit payments associated with the supplement.

**Soccer Incentives:**

- \$1,500 – Coach of the Year**
- \$2,500 – Regular Season Championship**
- \$2,500 – Conference Tournament Championship**
- \$5,000 – Each NCAA Tournament Win**

**Academic Incentives:**

- \$1,000 – 985 or higher single year APR**

**4.0 Contracts for Broadcast and/or Telecast**

- 4.1 COACH may host a radio or television show to promote the McNeese State University **SOCCER** Team, with approval from the Athletic Director and Sport Supervisor.
- 4.2 It is specifically agreed that in the filming or producing of such shows, COACH acts for himself/herself in his/her private capacity and not as an agent or employee of the University and that this contract constitutes merely a license to use the property and facilities subject to the conditions hereafter stated:
- (a) The COACH agrees to pay the University all out-of-pocket costs incurred by the University in the filming or production of the show.
  - (b) Long distance phone calls, University supplies, printing, postage, University vehicles, etc., will be utilized on a complete University cost recovery basis.
  - (c) Complete records will be maintained regarding income and expenditures associated with said show and available for verification by University auditors.
  - (d) The COACH agrees to protect, indemnify and save harmless the University from and against any and all expenses, damages, claims, suits, actions, judgments, and costs whatsoever, including reasonable attorney's fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death resulting from said show.
  - (e) The COACH is an independent contractor during said radio or television activities and, as a University employee, will undertake to observe all general rules and policies of the University. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.
  - (f) The Director of Intercollegiate Athletics will be the administrative officer of the University who will be advised by the COACH of any problems or questions which may arise out of the radio or television show.
- 4.3 Any compensation received by COACH for the participation in the radio or television show shall be solely for the benefit of COACH and not the University, except for reimbursements as otherwise provided for herein and in accordance with University policy relating to camps or clinics conducted by Athletic Department personnel.

**5.0 Camps and Clinics**

- 5.1 COACH may operate a camp for the teaching of athletic pursuits on the University property to the end of better utilization of the facilities and with suitable compensation paid to the University for the use of such facilities. The use of University facilities will be determined by the availability of those facilities as established by the University. COACH must adhere to the Policy for Use of Campus Facilities.
- 5.2 It is specifically agreed that in the operation of such camps, COACH acts for himself/herself in his/her private capacity and not as an agent or employee of the University and that this contract constitutes merely a license to use the property and facilities subject to the conditions hereafter stated:
- (a) Special set-ups or changes in original set-up of facilities will be taken care of by the COACH with no cost to the University.
  - (b) The COACH agrees to pay the University all out-of-pocket costs incurred by the University in making the facilities available for the camps.
  - (c) The COACH agrees to secure a policy of insurance in a company approved by the University's Risk Management Office under which the Board of Supervisors of the University of Louisiana System, the University, its agents and servants, are named as the insured (or as an additional insured) which provides:
    - 1. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage if COACH hires any employees to work at such camps or clinics;
    - 2. Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage;
    - 3. Other Insurance Requirements: provided in the Policy for Use of Campus Facilities.



- (d) Annual leave must be requested to cover the dates of the camp operation for all University personnel involved.
- (e) Complete records will be maintained regarding income and expenditures associated with said camp and available for verification by University auditors.
- (f) The COACH agrees to protect, indemnify and save harmless the University from and against any and all expenses, damages, claims, suits, actions, judgments, and costs whatsoever, including reasonable attorney's fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death during the operation of said camp activities.
- (g) The COACH is an independent contractor during said camp activities and, as such, is licensed to use certain facilities of the University. The COACH, as a University employee, will undertake to observe and require campers and its staff to conform to the general rules applicable to the use of University facilities. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.
- (h) The Director of Intercollegiate Athletics will be the administrative officer of the University who will be advised by the COACH of any problems or questions which may arise out of the operation of summer camps.

#### **6.0 Courtesy / Leased Vehicle Benefit**

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

#### **7.0 Employee Benefits**

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

#### **8.0 Outside Income and/or Benefits**

- 8.1 With approval from the University President and in accordance with University and Board policies, COACH shall be authorized to earn other revenue while employed by the University, but such activities are independent of his/her University employment, and the University shall have no responsibility for any claims arising there from. COACH shall be entitled to retain revenue generated from his/her operation of **SOCCER** camps and/or **SOCCER** clinics in accordance with University policy relating to camps or clinics conducted by Athletic Department personnel. All outside income will be subject to approval in accordance with the Board of Supervisors for the University of Louisiana System policies (Adopted 2/24/95). Coach shall report annually in writing to President all athletically-related income, revenue, and/or benefits Coach receives from sources outside University, and Coach shall abide by all NCAA regulations regarding outside compensation. Examples of outside income 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 the University. All outside compensation must also comply with the Louisiana Code of Governmental Ethics.
- 8.2 Notwithstanding the above or anything else herein to the contrary, if COACH receives athletically related income or benefits totaling more than \$600 per year from any source or combination of sources other than Employer, COACH must report all such income or benefits to the PRESIDENT in writing at least annually. Examples include, without limitation, income or benefits from (1) endorsement or consultation contracts with apparel companies, equipment manufacturers, or television or radio programs; (2) ownership, control, or management of a foundation, organization, or other entity; and (3) participation in athletic camps outside of those offered by Employer (see Bylaw 11.2.2.).

#### **9.0 Apparel, Equipment Endorsements**

- 9.1 The University shall pay to COACH any funds for which he/she is responsible in obtaining for the University through his/her endorsements of show, apparel, or equipment manufacturers. The benefits shall not be considered earned income for the purpose of computation of retirement benefits, and COACH shall be responsible for all applicable taxes.

#### **10.0 Compliance with NCAA and Conference Rules and Regulations, and University Policies and Procedures**

- 10.1 COACH shall abide by the NCAA and Conference rules and regulations and the policies and procedures of the University. Pursuant to NCAA Bylaw 11.2.1, Coach understands that Coach 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). If



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

- 10.2 COACH shall also abide by the State of Louisiana Code of Government Ethics, University Policy and Procedures, and the policies and procedures of the University of Louisiana System. In public appearances he/she shall at all times conduct himself/herself in a manner that befits a University official and shall always attempt to create goodwill and a good image for the University.
- 10.3 COACH shall promote an atmosphere for compliance within the program supervised by the COACH and shall monitor the activities regarding compliance of all assistant coaches and other administrators involved with the program who report directly or indirectly to the COACH (NCAA Division I Bylaw 11.1.2.1 Responsibility of Head Coach).
- 10.4 COACH and Employer acknowledge and agree that (1) COACH has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case (see NCAA Bylaw 19.2.3 for examples of full cooperation), and (2) an individual who is found in violation of NCAA regulations shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA infractions process (see NCAA Bylaw 19), including suspension without pay or termination of employment

#### **11.0 Compliance with Local, State and Federal Laws**

- 11.1 COACH shall abide by the laws of the local, state and federal governments. COACH may be suspended for a period of time, without pay, or the employment of COACH may be terminated if COACH is found to be involved in violation or gross disregard of local, state or federal laws.

#### **12.0 Staff and Scheduling**

- 12.1 Adhering to the University hiring policies, COACH shall have the authority to select associate / assistant coaches upon approval by the Athletics Director, the President, and the Board of Supervisors for the University of Louisiana System. Associate / assistant coaches shall be appointed as University unclassified personnel.
- 12.2 All scheduling must be reviewed and have final approval from the Director of Athletics and/or Sport Administrator.

#### **13.0 Termination**

- 13.1 Either party may terminate this agreement without just cause prior to the expiration of its terms by giving five (5) days written notice to the other party. Prior to termination of COACH, the University will obtain approval from the President of the University of Louisiana System.
- 13.2 COACH may be terminated by the Athletic Director at any time for violation or gross disregard of state or federal laws (excluding minor offenses or those punishable by citation), or deliberate and serious violations of NCAA, conference, or university rules, regulations, policies or procedures, or engaging in conduct, which is clearly contrary to the character and responsibilities of a person occupying the position of **HEAD SOCCER COACH** or which substantially negatively or substantially adversely affects the reputation of the University or McNeese State University athletics or for any violation of this contract; provided, however, prior to termination, University shall meet with COACH to notify him of alleged offending behavior under this clause, following which COACH will have fourteen (14) days to cure alleged offending behavior or violation. University shall provide a good faith opportunity for COACH to cure alleged behavior or violation. In the event of such termination, COACH will receive thirty (30) calendar days notice of termination or thirty (30) calendar day's regular pay in lieu of such notice. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination. The judgment as to whether the conduct of COACH constitutes cause under this provision shall not be exercised arbitrarily, capriciously or in a discriminatory manner by the University. No damages or other amounts than are specified in this section 14.2 shall be due if termination is for just cause.
- 13.3 The University may at any time, and in its sole discretion, terminate the employment of COACH for any reason.
  - (a) In the event the University terminates the contract, without cause, University shall pay to Coach, within ninety (90) days and on a date mutually agreed upon by University and COACH, an amount equal to all remaining compensation, including, but not limited to Base Salary (including the University Foundation Premium) and Benefits that would have been due to COACH under this Agreement had COACH remained employed by University from the date of termination through the end of the Term. Any lump sum payments shall be paid in lump sum on the date the payment would have been due and payable had the COACH remained employed until the expiration of the Term. In addition, University will pay to COACH, within thirty (30) days in which University exercises its right to Terminate this Agreement without cause, any compensation or Bonus 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 other withholdings. The parties agree that any amounts due beyond the current fiscal year shall be funded solely by the McNeese State University Foundation athletic related accounts.

- 13.4 In the event COACH terminates this Contract without cause to accept a position as a head or assistant coach at a different University or Community College or other educational organization or any professional athletic organization, COACH or third party shall pay University the following amounts which shall be deemed as agreed upon liquidated damages owed to McNeese State University because the costs the University will incur to search for and hire a new **SOCCER** head coach are difficult to determine. COACH shall have no further liability under this Agreement upon University's full reimbursement by a third party for the liquidated damages. Such liquidated damages shall be received by University within 90 days of termination. The amount of such reimbursements will be calculated as follows:

- **If COACH terminates the contract between January 1, 2022 and December 31, 2025, there will be no financial penalty, from COACH or from third party.**

- 13.5 COACH shall promptly report to the University's Title IX Coordinator or Deputy Title IX Coordinator any Known Violation(s) of the University or the University of Louisiana System's Sexual Misconduct Policy (including, but not limited to sexual harassment, sexual assault, sexual exploitation, domestic violence and stalking) that involve any student, faculty, or staff or that is in connection with a University sponsored activity or event. Any emergency situation shall be immediately reported to 911 and/or law enforcement. For purposes of this paragraph, a "Known Violation" shall mean a violation or an allegation of a violation of Title IX and/or the University's or the University of Louisiana System's Sexual Misconduct Policy that COACH is aware of or has reasonable cause to believe is taking place or may have taken place. The University may terminate this Agreement for cause pursuant to the for-cause-termination provisions of this Agreement for any determined violation by COACH for failure to report a Known Violation of: Title IX of the Education Amendments of 1972; the University's Sexual Misconduct Policy; or the University of Louisiana System's Sexual Misconduct Policy.

- 13.6 Should COACH's contract be terminated for just cause, the University shall not be liable for any payments or benefits specified in this contract past the effective date of termination. Just cause for termination shall include, but not be limited to:
- (a) violation or gross disregard of local, state, or federal laws, NCAA or Conference rules or regulations, or University policies or procedures, as well as
  - (b) engaging in conduct, as solely determined by the University, which is clearly contrary to the character and responsibilities of a person occupying the position of **HEAD SOCCER COACH** or which negatively or adversely affects the reputation of the University or McNeese State Athletics in any way.

#### **14.0 Fundraising**

- 14.1 All fundraising activities by COACH must be pre-approved by the Director, or his designee, and coordinated with the Vice President for University Advancement to ensure that such activities are in line with the mission of the department and in compliance with University policies.

#### **15.0 Severability**

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

#### **16.0 Force Majeure**

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

#### **17.0 Previous Agreements**

- 17.1 This employment contract shall supersede and replace any and all previous employment contracts that may have been entered between the parties to this agreement.



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

WITNESSES:

Bridget Mack  
Cathy Devillier  
Cathy Devillier  
Patricia Conroy

[Signature] Date 11/14/22  
ANEDREW FITZGERALD, Head Soccer Coach  
McNeese State University  
[Signature] Date 11/6/22  
Heath Schroyer, Director of Athletics  
McNeese State University  
[Signature] Date 11/12/22  
Dr. Wade Rouse, Vice President  
McNeese Foundation  
[Signature] Date 1-18-22  
Dr. Daryl V. Burckel, President  
McNeese State University

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

\_\_\_\_\_  
SECRETARY – Board of Supervisors

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

**ATHLETIC COMMITTEE**

**February 17, 2022**

**Item G.6.**      **McNeese State University's** request for approval of a contract with Ms. Sasha Karelov, Head Volleyball Coach, effective January 17, 2022.

**EXECUTIVE SUMMARY**

Under this agreement, through December 31, 2024, Coach will earn \$55,000 to be paid in monthly installments. University may permit additional (non-recurring) supplemental pay to Coach for team participation in post-season events in accordance and as stipulated by the University policy titled Bonuses for Specific and Extraordinary Achievement and as allowed by NCAA bylaws.

During the contract term, Coach shall have the opportunity to earn Incentive Compensation paid to the Coach through the University's normal payroll process. The Foundation is also responsible for increased related benefit payments associated with the supplement. Incentive compensation for achieving athletic performance goals.

- \$1,500 – Coach of the Year
- \$2,500 – Regular Season Championship
- \$2,500 – Conference Tournament Championship
- \$5,000 – Each NCAA Tournament Win

Academic Incentives:

- \$1,000 – 985 or higher single year APR

If the University terminates the agreement without cause, Coach shall be entitled to an amount equal to all remaining compensation, including, but not limited to, Base Salary under this agreement had Coach remained employed by University from the date of termination through the end of the term. The parties agree that any amounts due beyond June 30 of the fiscal year when termination occurs will be funded solely by the McNeese State University Foundation athletic related accounts.

In the event Coach terminates this Contract without cause to accept a position as a head or assistant coach at a different University or Community College or other educational organization or any professional athletic organization, Coach or third party shall pay University the following amounts:

- If Coach terminates the contract between January 17, 2022 and December 31, 2022, University shall be entitled to receive 75% of base salary, from Coach or from third party.

- If Coach terminates the contract between January 1, 2023 and December 31, 2023, University shall be entitled to receive 50% of base salary, from Coach or from third party.
- If Coach terminates the contract between January 1, 2024 and December 31, 2024, University shall be entitled to receive 25% of base salary, from Coach or from third party.
- Coach will not seek or apply for any other positions without prior notice to the Athletic Director or Sport Administrator.

### **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 McNeese State University's request for approval of a contract with Ms. Sasha Karelov, Head Volleyball Coach, effective January 17, 2022.*





**G.6.**

January 27, 2022

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

Dear Dr. Henderson:

McNeese State University requests approval of the contractual agreement with Ms. Sasha Karelov, Head Volleyball Coach, effective January 17, 2022.

Please place this item on the ULS Board of Supervisors' agenda for consideration and approval at the February 17, 2022 meeting.

Thank you for your attention in this matter.

Sincerely,

Dr. Daryl V. Burckel  
President

Attachments

# McNEESE STATE UNIVERSITY

## HEAD VOLLEYBALL COACH CONTRACT OF EMPLOYMENT

### STATE OF LOUISIANA

### PARISH OF CALCASIEU

This contract is made and entered into between McNeese State University through its President, Dr. Daryl V. Burckel, McNeese State University Foundation represented by Dr. Wade Rousse, and **SASHA KARELOV** (hereinafter referred to as "COACH"). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for McNeese State University (the "Board"). Therefore, the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the Board.

#### **1.0 Employment**

- 1.1 McNeese State University (the "University") does hereby employ COACH as **HEAD VOLLEYBALL COACH** and COACH does hereby accept employment and agrees to perform all of the services pertaining to **VOLLEYBALL** which are required of COACH, as well as, other services as may be contemplated hereunder, all as prescribed by the University through its President and Athletics Director.
- 1.2 COACH shall be responsible, and shall report, directly to the University's Director of Athletics (the "Director") and shall confer with the Director or the Director's designee on all administrative and technical matters. COACH shall also be under the general supervision of McNeese State University's President.
- 1.3 COACH shall manage and supervise the team and shall perform such other duties in McNeese State University's athletic program as the Director may assign.
- 1.4 COACH agrees to represent McNeese State University positively in public and private forums and shall not engage in conduct that reflects adversely on McNeese State University or its athletic programs.

#### **2.0 Term**

- 2.1 The term of this contract is for a fixed period of thirty-six (36) months, commencing on the **17th day of January 2022**, and terminating without further notice to COACH on the **31st day of December 2024**.
- 2.2 This contract is renewable solely upon an offer from McNeese State University and an acceptance by COACH, both of which must be in writing, signed by the parties, and approved by the Board. This contract in no way grants COACH a claim to tenure in employment, nor shall COACH'S service pursuant to this contract count in any way toward tenure at McNeese State University.
- 2.3 This contract may be amended or extended at any time during the period of this contract by mutual agreement of all parties.

#### **3.0 Compensation**

- 3.1 In consideration of COACH'S services and satisfactory performance, McNeese State University shall pay COACH a base annual (12-month) salary in the amounts below, payable on a monthly basis.

**January 17, 2022 to December 31, 2024 -- \$55,000**

- 3.2 The University does not guarantee amounts due under this contract beyond the current year of performance. Should the contract be terminated for any reason, amounts due shall be determined in accordance with **section 13** of this contract.
- 3.3 The University may permit additional (non-recurring) supplemental pay to COACH for specific and extraordinary achievement in accordance and as stipulated by the University policy and as allowed by NCAA Division I bylaw 11.3.2.3.
- 3.4 In this appointment, in accordance with ULS Policy Number FS.111.XXI.-1, COACH will not accrue Compensatory Leave and COACH will be exempt from taking leave when the University is officially closed at holiday breaks.
- 3.5 COACH may be eligible for cost of living or merit pay increases in addition to the stated base salary. COACH is also subject to pay adjustment according to economic circumstances that affect all employees in the unclassified state service.



- 3.6 During the Term, COACH shall have the opportunity to earn Bonus Compensation paid to the COACH through the University's normal payroll process. The Foundation is also responsible for increased related benefit payments associated with the supplement.

**VOLLEYBALL Incentives:**

- \$1,500 – Coach of the Year**
- \$2,500 – Regular Season Championship**
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**4.0 Contracts for Broadcast and/or Telecast**

- 4.1 COACH may host a radio or television show to promote the McNeese State University **VOLLEYBALL** Team, with approval from the Athletic Director and Sport Supervisor.
- 4.2 It is specifically agreed that in the filming or producing of such shows, COACH acts for himself/herself in his/her private capacity and not as an agent or employee of the University and that this contract constitutes merely a license to use the property and facilities subject to the conditions hereafter stated:
- (a) The COACH agrees to pay the University all out-of-pocket costs incurred by the University in the filming or production of the show.
  - (b) Long distance phone calls, University supplies, printing, postage, University vehicles, etc., will be utilized on a complete University cost recovery basis.
  - (c) Complete records will be maintained regarding income and expenditures associated with said show and available for verification by University auditors.
  - (d) The COACH agrees to protect, indemnify and save harmless the University from and against any and all expenses, damages, claims, suits, actions, judgments, and costs whatsoever, including reasonable attorney's fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death resulting from said show.
  - (e) The COACH is an independent contractor during said radio or television activities and, as a University employee, will undertake to observe all general rules and policies of the University. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.
  - (f) The Director of Intercollegiate Athletics will be the administrative officer of the University who will be advised by the COACH of any problems or questions which may arise out of the radio or television show.
- 4.3 Any compensation received by COACH for the participation in the radio or television show shall be solely for the benefit of COACH and not the University, except for reimbursements as otherwise provided for herein and in accordance with University policy relating to camps or clinics conducted by Athletic Department personnel.

**5.0 Camps and Clinics**

- 5.1 COACH may operate a camp for the teaching of athletic pursuits on the University property to the end of better utilization of the facilities and with suitable compensation paid to the University for the use of such facilities. The use of University facilities will be determined by the availability of those facilities as established by the University. COACH must adhere to the Policy for Use of Campus Facilities.
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- (a) Special set-ups or changes in original set-up of facilities will be taken care of by the COACH with no cost to the University.
  - (b) The COACH agrees to pay the University all out-of-pocket costs incurred by the University in making the facilities available for the camps.
  - (c) The COACH agrees to secure a policy of insurance in a company approved by the University's Risk Management Office under which the Board of Supervisors of the University of Louisiana System, the University, its agents and servants, are named as the insured (or as an additional insured) which provides:
    - 1. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage if COACH hires any employees to work at such camps or clinics;
    - 2. Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage;
    - 3. Other Insurance Requirements: provided in the Policy for Use of Campus Facilities.

- (d) Annual leave must be requested to cover the dates of the camp operation for all University personnel involved.
- (e) Complete records will be maintained regarding income and expenditures associated with said camp and available for verification by University auditors.
- (f) The COACH agrees to protect, indemnify and save harmless the University from and against any and all expenses, damages, claims, suits, actions, judgments, and costs whatsoever, including reasonable attorney's fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death during the operation of said camp activities.
- (g) The COACH is an independent contractor during said camp activities and, as such, is licensed to use certain facilities of the University. The COACH, as a University employee, will undertake to observe and require campers and its staff to conform to the general rules applicable to the use of University facilities. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.
- (h) The Director of Intercollegiate Athletics will be the administrative officer of the University who will be advised by the COACH of any problems or questions which may arise out of the operation of summer camps.

#### **6.0 Courtesy / Leased Vehicle Benefit**

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

#### **7.0 Employee Benefits**

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

#### **8.0 Outside Income and/or Benefits**

- 8.1 With approval from the University President and in accordance with University and Board policies, COACH shall be authorized to earn other revenue while employed by the University, but such activities are independent of his/her University employment, and the University shall have no responsibility for any claims arising there from. COACH shall be entitled to retain revenue generated from his/her operation of **VOLLEYBALL** camps and/or **VOLLEYBALL** clinics in accordance with university policy relating to camps or clinics conducted by Athletic Department personnel. All outside income will be subject to approval in accordance with the Board of Supervisors for the University of Louisiana System policies (Adopted 2/24/95). Coach shall report annually in writing to President all athletically-related income, revenue, and/or benefits Coach receives from sources outside University, and Coach shall abide by all NCAA regulations regarding outside compensation. Examples of outside income 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 the University. All outside compensation must also comply with the Louisiana Code of Governmental Ethics.
- 8.2 Notwithstanding the above or anything else herein to the contrary, if COACH receives athletically related income or benefits totaling more than \$600 per year from any source or combination of sources other than Employer, COACH must report all such income or benefits to the PRESIDENT in writing at least annually. Examples include, without limitation, income or benefits from (1) endorsement or consultation contracts with apparel companies, equipment manufacturers, or television or radio programs; (2) ownership, control, or management of a foundation, organization, or other entity; and (3) participation in athletic camps outside of those offered by Employer (see Bylaw 11.2.2.).

#### **9.0 Apparel, Equipment Endorsements**

- 9.1 The University shall pay to COACH any funds for which he/she is responsible in obtaining for the University through his/her endorsements of show, apparel, or equipment manufacturers. The benefits shall not be considered earned income for the purpose of computation of retirement benefits, and COACH shall be responsible for all applicable taxes.

#### **10.0 Compliance with NCAA and Conference Rules and Regulations, and University Policies and Procedures**

- 10.1 COACH shall abide by the NCAA and Conference rules and regulations and the policies and procedures of the University. Pursuant to NCAA Bylaw 11.2.1, Coach understands that Coach 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). If



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

- 10.2 COACH shall also abide by the State of Louisiana Code of Government Ethics, University Policy and Procedures, and the policies and procedures of the University of Louisiana System. In public appearances he/she shall at all times conduct himself/herself in a manner that befits a University official and shall always attempt to create goodwill and a good image for the University.
- 10.3 COACH shall promote an atmosphere for compliance within the program supervised by the COACH and shall monitor the activities regarding compliance of all assistant coaches and other administrators involved with the program who report directly or indirectly to the COACH (NCAA Division I Bylaw 11.1.2.1 Responsibility of Head Coach).
- 10.4 COACH and Employer acknowledge and agree that (1) COACH has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case (see NCAA Bylaw 19.2.3 for examples of full cooperation), and (2) an individual who is found in violation of NCAA regulations shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA infractions process (see NCAA Bylaw 19), including suspension without pay or termination of employment

#### **11.0 Compliance with Local, State and Federal Laws**

- 11.1 COACH shall abide by the laws of the local, state and federal governments. COACH may be suspended for a period of time, without pay, or the employment of COACH may be terminated if COACH is found to be involved in violation or gross disregard of local, state or federal laws.

#### **12.0 Staff and Scheduling**

- 12.1 Adhering to the University hiring policies, COACH shall have the authority to select associate / assistant coaches upon approval by the Athletics Director, the President, and the Board of Supervisors for the University of Louisiana System. Associate / assistant coaches shall be appointed as University unclassified personnel.
- 12.2 All scheduling must be reviewed and have final approval from the Director of Athletics and/or Sport Administrator.

#### **13.0 Termination**

- 13.1 Either party may terminate this agreement without just cause prior to the expiration of its terms by giving five (5) days written notice to the other party. Prior to termination of COACH, the University will obtain approval from the President of the University of Louisiana System.
- 13.2 COACH may be terminated by the Athletic Director at any time for violation or gross disregard of state or federal laws (excluding minor offenses or those punishable by citation), or deliberate and serious violations of NCAA, conference, or university rules, regulations, policies or procedures, or engaging in conduct, which is clearly contrary to the character and responsibilities of a person occupying the position of **HEAD VOLLEYBALL COACH** or which substantially negatively or substantially adversely affects the reputation of the University or McNeese State University athletics or for any violation of this contract; provided, however, prior to termination, University shall meet with COACH to notify him of alleged offending behavior under this clause, following which COACH will have fourteen (14) days to cure alleged offending behavior or violation. University shall provide a good faith opportunity for COACH to cure alleged behavior or violation. In the event of such termination, COACH will receive thirty (30) calendar days notice of termination or thirty (30) calendar day's regular pay in lieu of such notice. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination. The judgment as to whether the conduct of COACH constitutes cause under this provision shall not be exercised arbitrarily, capriciously or in a discriminatory manner by the University. No damages or other amounts than are specified in this section 14.2 shall be due if termination is for just cause.
- 13.3 The University may at any time, and in its sole discretion, terminate the employment of COACH for any reason.
  - (a) In the event the University terminates the contract, without cause, University shall pay to Coach, within ninety (90) days and on a date mutually agreed upon by University and COACH, an amount equal to all remaining compensation, including, but not limited to Base Salary (including the University Foundation Premium) and Benefits that would have been due to COACH under this Agreement had COACH remained employed by University from the date of termination through the end of the Term. Any lump sum payments shall be paid in lump sum on the date the payment would have been due and payable had the COACH remained employed until the expiration of the Term. In addition, University will pay to COACH, within thirty (30) days in which University exercises its right to Terminate this Agreement without cause, any compensation or Bonus 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 other withholdings. The parties agree that any amounts due beyond the current fiscal year shall be funded solely by the McNeese State University Foundation athletic related accounts.

- 13.4 In the event COACH terminates this Contract without cause to accept a position as a head or assistant coach at a different University or Community College or other educational organization or any professional athletic organization, COACH or third party shall pay University the following amounts which shall be deemed as agreed upon liquidated damages owed to McNeese State University because the costs the University will incur to search for and hire a new **VOLLEYBALL** head coach are difficult to determine. COACH shall have no further liability under this Agreement upon University's full reimbursement by a third party for the liquidated damages. Such liquidated damages shall be received by University within 90 days of termination. The amount of such reimbursements will be calculated as follows:

- **If COACH terminates the contract between JANUARY 1, 2022 and December 31, 2022, University shall be entitled to receive 75% of base salary, from COACH or from third party.**
- **If COACH terminates the contract between JANUARY 1, 2023 and December 31, 2023, University shall be entitled to receive 50% of base salary, from COACH or from third party.**
- **If COACH terminates the contract between JANUARY 1, 2024 and December 31, 2024, University shall be entitled to receive 25% of base salary, from COACH or from third party.**
- **Coach will not seek or apply for any other positions without prior notice to the Athletic Director or Sport Administrator.**

- 13.5 COACH shall promptly report to the University's Title IX Coordinator or Deputy Title IX Coordinator any Known Violation(s) of the University or the University of Louisiana System's Sexual Misconduct Policy (including, but not limited to sexual harassment, sexual assault, sexual exploitation, domestic violence and stalking) that involve any student, faculty, or staff or that is in connection with a University sponsored activity or event. Any emergency situation shall be immediately reported to 911 and/or law enforcement. For purposes of this paragraph, a "Known Violation" shall mean a violation or an allegation of a violation of Title IX and/or the University's or the University of Louisiana System's Sexual Misconduct Policy that COACH is aware of or has reasonable cause to believe is taking place or may have taken place. The University may terminate this Agreement for cause pursuant to the for-cause-termination provisions of this Agreement for any determined violation by COACH for failure to report a Known Violation of: Title IX of the Education Amendments of 1972; the University's Sexual Misconduct Policy; or the University of Louisiana System's Sexual Misconduct Policy.

- 13.6 Should COACH's contract be terminated for just cause, the University shall not be liable for any payments or benefits specified in this contract past the effective date of termination. Just cause for termination shall include, but not be limited to:

- (a) violation or gross disregard of local, state, or federal laws, NCAA or Conference rules or regulations, or University policies or procedures, as well as
- (b) engaging in conduct, as solely determined by the University, which is clearly contrary to the character and responsibilities of a person occupying the position of **HEAD VOLLEYBALL COACH** or which negatively or adversely affects the reputation of the University or McNeese State Athletics in any way.

#### **14.0 Fundraising**

- 14.1 All fundraising activities by COACH must be pre-approved by the Director, or his designee, and coordinated with the Vice President for University Advancement to ensure that such activities are in line with the mission of the department and in compliance with university policies.

#### **15.0 Severability**

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

#### **16.0 Force Majeure**

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

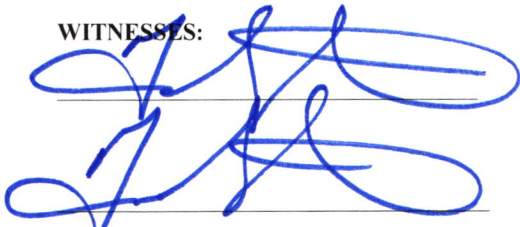

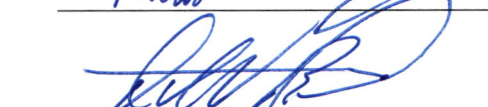
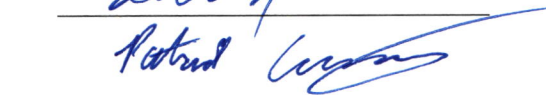




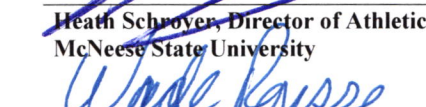
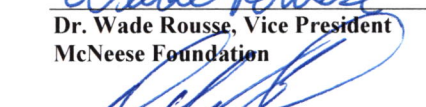
**17.0 Previous Agreements**

17.1 This employment contract shall supersede and replace any and all previous employment contracts that may have been entered between the parties to this agreement.

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

WITNESSES:

 Date 1-14/21  
SASHA KARELOV, Head Volleyball Coach  
McNeese State University  
 Date 1-14-22  
Heath Schroyer, Director of Athletics  
McNeese State University  
 Date 1-19-22  
Dr. Wade Rousse, Vice President  
McNeese Foundation  
 Date 1-13-22  
Dr. Daryl V. Burckel, President  
McNeese State University

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

\_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
SECRETARY – Board of Supervisors

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

**ATHLETIC COMMITTEE**

**February 17, 2022**

**Item G.7.**     **Nicholls State University's** request for approval of a contract with Mr. Tim Rebowe, Head Football Coach, effective January 3, 2022.

**EXECUTIVE SUMMARY**

Under the proposed new agreement, effective through January 2, 2026, Coach's annual salary is \$275,000 per year. The base salary funded by the University is \$170,000 and \$105,000 funded by the Colonel Athletic Association (CAA). During the time of employment, Coach will have the opportunity to receive the following earned salary supplements/incentives, funded by the CAA:

- \$7,500 – Regular Season Conference Championship – outright or shared
- \$2,500 – FCS Football Championship/playoff appearance
- \$5,000 – Eddie Robinson Award for any national “Coach of the Year” winner
- \$2,500 – Conference “Coach of the Year” winner
- \$1,000 – LSWA/State “Coach of the Year” winner
- In an 11-game season, \$2,500 for 7 wins; in a 12-game season, \$2,500 for 8 wins
- \$2,500 for a 2.75 GPA per semester (Fall/Spring) / yearly
- \$2,500 – Per victory in the FCS Football Championship (excluding the Championship Game)
- \$25,000 – Winning the FCS National Championship

Coach is also eligible to participate and receive incentives as outlined in the Nicholls State University Athletics Incentives for Head Coaches.

In the event University terminates the contract without cause, Coach is entitled to the remaining base salary that he would have earned during the entire term of the contract. Amounts due for the year, which come due during the current fiscal year ending June 30, shall be paid by the University. The remaining amounts due, which come due beyond the current fiscal year, shall be funded solely by the Colonel Athletic Association.



If Coach terminates the agreement without cause to become employed as a football coach or staff member of any rank or standing with another institution, Coach would be liable to the University for liquidated damages of \$150,000 if termination occurs during the first three years of the contract. Additionally, if Coach terminates the agreement without cause and within one year, obtains employment with another FCS member inside the state of Louisiana as a football coach or staff member of any rank or standing, liquidated damages shall be due and payable to the University in the amount of \$350,000 if termination occurs during the first three years of the agreement, and \$175,000 if termination occurs in year four.

### **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 Nicholls State University's request for approval of a contract with Mr. Tim Rebowe, Head Football Coach, effective January 3, 2022.



**Nicholls State University**

**Office of the President**

P.O. Box 2001 | Thibodaux, LA 70310 | 985.448.4003 | 985.448.4920 [F]

**G.7.**

January 27, 2022

**Via Electronic Transmittal Only**

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

Dear Dr. Henderson:

Nicholls State University requests consideration and approval of the following to be placed on the agenda for the February 17, 2022 meeting of the Board of Supervisors for the University of Louisiana System:

*Employment Contract for Tim Rebowe.*

Thank you for your assistance in this matter.

Sincerely,

Jay Clune  
President

JC/apf

Enclosures

c: Dr. Sue Westbrook, Provost/Vice President for Academic Affairs  
Mr. Terry Braud, Vice President for Finance & Administration  
Mr. Jonathan Terrell, Athletic Director  
Dr. Michele Caruso, Vice President for Student Affairs  
Dr. Todd Keller, Vice Provost  
Mr. Steven Kenney, Assistant Vice President for Human Resources, CDIO & Title IX Coordinator  
Ms. Paulette Mayon, Internal Auditor  
Ms. Claire Bourgeois, Faculty Senate President  
Ms. Renee Hicks, Assistant Vice President of Institutional Effectiveness Access & Success  
Ms. Monique Crochet, Executive Director of External Affairs



**CONTRACT OF EMPLOYMENT  
HEAD FOOTBALL COACH**

**STATE OF LOUISIANA**

**PARISH OF LAFOURCHE**

This agreement is made and entered into on the 3rd day of January 2022, between Nicholls State University through its President, Dr. Jay Clune, and Mr. Tim Rebowe (hereinafter referred to as "COACH"), and replaces the Contract of Employment dated January 25, 2018, which was previously executed between the parties and approved. This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for Nicholls State University, and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the Board.

**1.0 Employment**

**1.1** Nicholls State University (the "University") does hereby employ COACH as head football coach and an ambassador of Nicholls State University and COACH does hereby accept employment and agrees to perform all of the services pertaining to football and University relations which are required of COACH, as well as other services as may be contemplated hereunder, all as prescribed by the University through its President and Athletics Director.

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

- 1.3** COACH shall manage and supervise the team and shall perform such other duties in Nicholls State University's athletic program as the Director may assign.
- 1.4** COACH agrees to represent Nicholls State University positively in public and private forums. In public appearances COACH 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. COACH shall not engage in conduct that reflects adversely on the University or its athletic programs.
- 1.5** Due to the nature of the position, the Board of Supervisors prohibits the earning of compensatory time. In lieu of compensatory time, COACH will be exempted from having to take leave when the university is officially closed.

## **2.0 Term**

- 2.1** The term of this agreement is for a fixed period commencing on the 3rd day of January 2022, and terminating without further notice to COACH on the 2nd day of January, 2026, unless extended under the terms of this agreement.
- 2.2** This agreement is renewable solely upon an offer from the Nicholls State University president and an acceptance by COACH, both of which must be in writing, signed by the parties, and approved by the Board. This agreement in no way grants COACH a claim to tenure in employment, nor shall COACH'S service pursuant to this agreement count in any way toward tenure at Nicholls State University.
- 2.3** This agreement may be amended or extended at any time during the period of this contract by mutual signed agreement of both parties, and approved by the Board.



### **3.0 Compensation**

- 3.1** In consideration of COACH'S services and satisfactory performance of this agreement, the University and the Colonel Athletic Association ("CAA") shall combine to pay COACH a minimum base salary of Two Hundred Seventy-Five - Thousand Dollars (\$275,000) per year for the term of this agreement, on a bi-weekly basis, as well as all related benefits. The total base salary shall be funded as follows: the sum of One Hundred Seventy Thousand Dollars (\$170,000) shall be funded directly by the University and the sum of One Hundred Five Thousand Dollars (\$105,000) shall be funded by the CAA and paid through the University to COACH.
- 3.2** The COACH may be eligible for annual cost of living or merit pay increases in addition to the stated base salary. The COACH also may be subject to pay adjustments according to economic circumstances that affect all employees in the unclassified staff service. If due to economic circumstances COACH receives an annual base pay reduction of 10% or more, COACH may opt out of the contract with no liquidated damage responsibilities to the University. Notice to terminate the contract must be made in writing by COACH within 30 days of the effective date of the reduction in pay.
- 3.3** The Colonel Athletic Association (CAA) shall secure the use of three (3) vehicles for Coach and his staff to be assigned at Coach's discretion. If the Head Coach's vehicle has to be returned to the CAA will pay COACH a vehicle allowance of \$6,000, annually, in monthly installments of \$500 each month throughout the term of this agreement.
- 3.4** The University does not guarantee amounts due under this contract beyond the current year of performance. Should the contract be terminated for any reason,

amounts due shall be determined in accordance with paragraph 10.

#### **4.0 Incentive Compensation**

**4.1** During the time of employment as head coach, COACH will have the opportunity to receive the following earned salary supplements/incentives. These salary supplements/incentives shall be subject to all mandatory withholdings and are inclusive of employer matches for retirement and Medicare payments. The supplements shall be funded by the Colonel Athletic Association (CAA) and paid through University payroll.

- (a) \$7,500 – Regular Season Conference Championship– outright or shared
- (b) \$2,500 – FCS Football Championship/playoff appearance
- (c) \$5,000 – Eddie Robinson Award for any national “Coach of the Year” winner
- (d) \$2,500 – Conference "Coach of the Year" winner
- (e) \$1,000 – LSWA / State “Coach of the Year” winner
- (f) \$2,500 - In an 11-game season, for 7 wins; in a 12-game season, for 8 wins
- (g) \$2,500 for a 2.75 GPA per semester (Fall/Spring) / yearly
- (h) \$2,500 - Per victory in the FCS Football Championship (excluding the Championship Game)
- (i) \$25,000- Winning the FCS National Championship

**4.2** Incentives for Head Coaches: COACH is eligible to participate and receive incentives in addition to and above the incentives in section 4.1 as outlined and according to the terms in the policy "Nicholls State University Athletics Incentives for Head Coaches" as long as said policy remains in existence and is active.



## **5.0 Camps and Clinics**

**5.1** COACH may operate a camp for the teaching of athletic pursuits on the University property to the end of better utilization of the facilities and with suitable compensation paid to the University for the use of such facilities. The use of University facilities will be determined by the availability of those facilities as established by the University.

**5.2** It is specifically agreed that in the operation of such camps, Coach acts for himself in his private capacity and not as an agent or employee of the University and that this agreement constitutes merely a license to use the property and facilities subject to the conditions hereafter stated.

- Special set-ups or changes in original set-up of facilities will be taken care of by the Coach with no cost to the University.
- The Coach agrees to pay the University all out-of-pocket costs incurred by the University in making the facilities available for the camps.
- The Coach agrees to secure a policy of insurance in a company approved by the University's Risk Management Office under which the Board of Supervisors for the University of Louisiana System, the University, and its agents and servants, are named as the insured (or as an additional insured) which provides:
  - Workers' Compensation and Employers Liability: Workers Compensation limits are required by the Labor Code of the State of Louisiana and Employers Liability coverage if Coach hires any employees to work at such camps and clinics.
  - Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
- Annual leave must be requested to cover the dates of the camp operation for all University personnel involved.
- Complete records will be maintained regarding income and expenditures associated with said camp and available for verification by University auditors.
- The Coach agrees to protect, indemnify and save harmless the University from and against any and all expenses, damages, claims,

suits, actions, judgments and costs whatsoever, including reasonable attorney's fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death during the operation of said camp activities.

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

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

**5.4** COACH may waive facility rental fee of Guidry Stadium for community outreach and recruiting no greater than five (5) times annually without approval of Athletics Director, but must give proper notice to the Athletic Director and University of such action.

## **6.0 Employee Benefits**

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

**6.2** For each Football season, COACH shall be entitled to a total of twelve (12) tickets per home football game, along with 8 sideline passes for his personal use.

## **7.0 Outside Income-Subject to Compliance with Board Rules**

**7.1** The COACH shall be authorized to earn other revenue while employed by the University. Such activities are independent of his University employment and the University shall have no responsibility for any claims arising there from. COACH shall be entitled to retain revenue generated from his operation of football camps and/or football clinics in accordance with University policy

relating to camps or clinics conducted by Athletic Department personnel and as noted in section 5.0. All outside employment and income will be subject to approval in accordance with the Board of Supervisors for the University of Louisiana System and University policies.

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

## **8.0 Compliance with NCAA, Conference, University, System, and State Rules**

- 8.1** In accordance with NCAA Constitution 11.2.1, COACH shall abide by the rules and regulations of the NCAA, Conference and University rules. If found in violation of NCAA regulations, COACH shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA infractions process, including suspension without pay or termination of employment for significant or repetitive violations.
- 8.2** COACH bears the responsibility of ensuring that the football team maintains at least the minimum APR threshold of 930. Increasing APR scores is a product of recruiting academically ambitious student-athletes. It is the responsibility of the head coach to ensure that student-athletes are maintaining their eligibility. Academic achievement and student-athlete graduation are of the highest priority for student-athletes. If the minimum APR threshold is increased by the NCAA



during the term of this Agreement, this paragraph will be amended to reflect the same.

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

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

## **9.0 Football Staff**

**9.1** COACH shall have the authority to select unclassified football personnel upon authorization by the Athletic Director and approval by the Board of Supervisors for the University of Louisiana System following the University hiring policies.

**9.2** During the term of this agreement, the aggregate salary pool for football personnel shall be a minimum set forth as follows:

- a. FY22 – Five Hundred Fifty-Nine Thousand Dollars (\$559,000.00)
- b. FY23 – Five Hundred Eighty-Six Thousand Dollars (\$586,000.00)
- c. FY24 – Six Hundred Thirteen Thousand Dollars (\$613,000.00)
- d. FY25 – Six Hundred Forty Thousand Dollars (\$640,000.00)

**9.3** COACH is expected to supervise the Football staff in compliance with NCAA, Conference and University rules and regulations. Further as described in NCAA

Constitution 11.1.1.1, Responsibility of Head Coach., COACH is responsible for the actions of all institutional staff members who report, directly or indirectly, to the COACH, and it is COACH's responsibility to promote an atmosphere of compliance within the football program and to monitor the activities regarding compliance of all assistant coaches and other administrators involved with the program.

## **10.0 Other Financial Terms**

**10.1** University commits to COACH the following operating budget minimums:

- a. Scholarships – The University's equivalent of 60 full scholarships
- b. Summer School – FY22 - \$25,000; FY23 - \$30,000; FY24 - \$40,000; FY25 - \$50,000.
- c. Recruiting – FY22- \$10,000; FY23- \$25,000; FY24- \$30,000; FY25- \$40,000
- d. Pregame meal - \$20,000 each year
- e. Funding for Assistant Academic Coordinator – minimum \$30,000 each year

## **11.0 Termination**

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

**11.2** In the event the University terminates the Contract, without cause, the COACH shall be entitled to the remaining base salary that he would have earned during the entire term of the contract. Amounts due as liquidated damages which come due during the University's current fiscal year in which COACH is terminated without cause, ending June 30<sup>th</sup>, shall be paid by the University. The remaining amounts due, which come due beyond the current University's fiscal year, shall

be funded solely by the Colonel Athletic Association. The liquidated damages shall be due and payable in the same manner as outlined in section 3.1.

**11.3** In the event COACH terminates the Contract without cause during the first three years of the contract to become a football coach or staff member of any rank or standing, then, COACH would be liable to the University for liquidated damages of One Hundred Fifty Thousand Dollars (\$150,000).

**11.4** Additionally, if COACH terminates the Contract without cause during the term of this agreement and within one (1) year of such termination obtains employment with another Football Championship Subdivision member inside the state of Louisiana as a football coach or staff member of any rank or standing, liquidated damages shall be due and payable to the university in amounts set forth below:

(a.) If termination occurs during years 1, 2, or 3- \$350,000.00

(b.) If termination occurs during year 4 - \$175,000.00

The liquidated damages set forth in this Section shall be due and payable to the University no later than ten (10) days from the date of termination if COACH is immediately reemployed, or, within ten (10) days from the COACH's employment with another team if not immediate but within the time set forth previously herein. If COACH terminates this Contract for any other reason that becoming employed as a football coach including, without limitation, retirement, health or personal reasons, disability, employment in another profession, and does not gain employment as a football coach or staff member of any rank or standing within one (1) year of termination as set forth previously herein, then COACH shall have no responsibility, obligation, or liability to the University. In addition, in the event the Athletic Director in place at the time of this contract's execution is no longer employed by University, there are no



liquidated damages without mutual agreement.

**11.5** COACH may be terminated by the Athletic Director at any time for just cause.

Just cause for termination of COACH shall include, but is not limited to, a knowing or willful violation or gross disregard of state or federal laws, NCAA or Conference regulations or University policies or procedures; COACH's unreasonable failure to utilize his best efforts in the fulfillment of his duties as may be reasonably required hereunder; behavior that brings the employee into public disrepute, contempt, scandal, ridicule, or that reflects unfavorably on the reputation or the high moral or ethical standards of the University; or the financial circumstances of the University as discussed in Section 11.6 herein below.

The judgment as to whether the conduct of COACH constitutes cause under this provision shall not be exercised arbitrarily, capriciously or in a discriminatory manner by the university. No damages shall be due if termination is for just cause.

**11.6** COACH may be terminated at any time due to financial circumstances in which

the University and/or the University of Louisiana System has declaration of financial exigency. Such a termination can be based on consideration of budgetary restrictions, and priorities for maintenance of program and services.

In the event of such termination, COACH will receive six (6) month notice of termination or six (6) months regular pay in lieu of such notice. All compensation, including salary, benefits, and other remuneration incidental to employment, cease upon termination.

**12.0 Fundraising**

**12.1** All fundraising activities by COACH must be pre-approved by the Athletic

Director to ensure that such activities comply with University policies.

### **13.0 Section 409A**

- 13.1** The intent of the parties is that payments and benefits under this Employment Agreement comply with or be exempt from Section 409A of the Internal Revenue Code and the regulations and guidance promulgated thereunder (collectively, “Section 409A”) and, accordingly, to the maximum extent permitted, this Employment Agreement shall be interpreted to be in compliance therewith. If COACH notifies the University (with specificity as to the reason therefore) that COACH believes that any provision of this Agreement (or any award of compensation, including benefits) would cause COACH to incur an additional tax or interest under Section 409A or the University independently makes such determination, the University shall, with consent of COACH, reform such provision to attempt to comply with or be exempt from Section 409A. To the extent that any provision hereof is modified in order to comply with Section 409A, such modification shall be made in good faith and shall, to the maximum extent reasonably possible, maintain the original intent and economic benefit to COACH and the University of the applicable provision without violating the provisions of Section 409A.
- 13.2** Solely to the extent necessary to comply with Section 409A, a termination of employment shall not be deemed to have occurred for purposes of the applicable provisions of this Agreement providing for the payment of amounts or benefits subject to Section 409A upon or following a termination of employment unless such termination is also a “separation from service” within the meaning of Section 409A and, for purposes of any such provision of this Agreement, references to a “termination”, “termination of employment” or like terms shall mean “separation from service”.

- 13.3** All expenses or other reimbursements paid under this Agreement or otherwise hereunder that are taxable income to COACH shall be paid promptly upon submission of appropriate documentation, but in no event later than the end of the calendar year next following the calendar year in which COACH incurs such expense or pays such related tax. With regard to any provision herein that provides for reimbursement of costs and expenses or in-kind benefits, except as permitted by Section 409A, (i) the right to reimbursement or in-kind benefits shall not be subject to liquidation or exchange or another benefit, (ii) the amount of expenses eligible for reimbursement, or in-kind benefits to be provided, during any calendar year may not affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other calendar year, provided that the foregoing clause (ii) shall not be violated with regard to expenses reimbursed under any arrangement covered by Internal Revenue Code Section 105(b) solely because such expenses are subject to a limit related to the period the arrangement is in effect and (iii) such payments shall be made on or before the last day of the calendar year following the calendar year in which the expense occurred.
- 13.4** For purposes of Section 409A, COACH's right to receive any install payments pursuant to this Agreement shall be treated as a right to receive a series of separate and distinct payments.

**14.0 Title IX and Sexual Misconduct Policy Reporting and Compliance**

- 14.1** COACH shall promptly report to the University's Title IX Coordinator or Deputy Title IX Coordinator any Known Violation(s) of the University or University of Louisiana System's Sexual Misconduct Policy (including, but not limited to sexual harassment, sexual assault, sexual exploitation domestic violence and stalking) that involve any student, faculty, or staff or that is in connection with a



University sponsored activity or event. Any emergency situation shall be immediately reported to 911 and/or law enforcement. For purposes of this paragraph, a “Known Violation” shall mean a violation or an allegation of a violation of Title IX and/or the University’s or the University of Louisiana System’s Sexual Misconduct Policy that COACH is aware of or has reasonable cause to believe is taking place or may have taken place.

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

- 1. Title IX of the Education Amendment of 1972; or
- 2. The University’s Sexual Misconduct Policy; or
- 3. The University of Louisiana System’s Sexual Misconduct Policy

**15.0 Notices**

**15.1** Any notice or other communication which is required to be given under this Agreement shall be in writing and shall be deemed to have been given on the earlier of the day actually received or on the close of business on the fifth business day next following the day when deposited in the U.S. Mail, postage prepaid, registered or certified, addressed to the party at the address set forth after is name below or such other address as may be given by such party in writing.

If to COACH: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With a copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

If to the University:                      Nicholls State University  
P.O. Box 2070  
Thibodaux, LA 70310  
Attention:                      President

If to the Colonel Athletic Association:  
  
Colonel Athletic Association  
P.O. Box 2070  
Thibodaux, LA 70310  
Attention:                      Executive Director

Thus Agreed To, by and between the herein named parties, on this 3 day of  
January, 2022.

**NICHOLLS STATE UNIVERSITY**

  
Dr. Jay Clune  
President, Nicholls State University  
Coach

**COACH: TIM REBOWE**

  
Mr. Tim Rebowe  
Nicholls State University Head Football

**COLONEL ATHLETIC ASSOCIATION**

  
Mr. Jonathan Terrell  
Athletic Director, Nicholls State University

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

\_\_\_\_\_  
Secretary – Board of Supervisors

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

**ATHLETIC COMMITTEE**

**February 17, 2022**

**Item G.8.**      **Northwestern State University's** request for approval of a contract with Mr. Kevin Bostian, Director of Athletics, effective February 7, 2022.

**EXECUTIVE SUMMARY**

Under the proposed four-year agreement effective through February 6, 2026, the Director's salary for each year is \$160,000. During the time of employment as Director, he will have the opportunity to receive the following earned salary supplements/incentives. The supplements/incentives shall be subject to all mandatory withholdings and are inclusive of employer matches for retirement and Medicare payments. The supplements/incentives shall be funded by the Demons Unlimited Foundation but only with funds available through Department of Athletics restricted accounts and paid through University payroll. The potential supplements/incentives are as follows:

Performance Incentives:

- \$2,000 – Regular Season Championship (Football)
- \$1,000 – Regular Season Championship (All other sports)
- \$1,000 – Conference Tournament Championship/NCAA Team Tournament Berth (All other sports)
- \$1,500 – NCAA Regional Championship (Baseball, Softball)
- \$5,000 – NCAA Men's Basketball Tournament Win (Each win)
- \$1,500 – NCAA Football Playoff Win (Each win)
- \$10,000 – NCAA National Championship (All sports)

Academic Incentives:

- \$1,000 – 985 or higher single year Departmental Academic Progress Rate

In the event the University terminates the contract without cause, University shall pay to Director an amount equal to all remaining compensation including, but not limited to, Base Salary and Benefits that would have been due to Director under this contract. The parties agree that any amounts due beyond the current fiscal year shall be funded solely by the Demons Unlimited Foundation athletic related accounts.



In the event Director terminates this contract without cause to accept a position as Director at a different University or other educational organization, Director or third party shall pay University the following amounts which shall be deemed as agreed upon liquidated damages:

- If Director terminates the contract between February 7, 2022 and February 6, 2023, University shall be entitled to receive \$50,000.
- If Director terminates the contract between February 7, 2023 and February 6, 2024, University shall be entitled to receive \$40,000.
- If Director terminates the contract between February 7, 2024 and February 6, 2025, University shall be entitled to receive \$30,000.
- If Director terminates the contract after February 7, 2025, there will be no liquidated damages owed by the Director.

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

### **RECOMMENDATION**

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED***, that the Board of Supervisors for the University of Louisiana System hereby approves Northwestern State University's request for approval of a contract with Mr. Kevin Bostian, Director of Athletics, effective February 7, 2022.



G.8.

## NORTHWESTERN STATE

*Office of the President*

January 26, 2022

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

Re: Appointment of Mr. Kevin Bostian as Director of Athletics

Dear Dr. Henderson:

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

*Appointment of Mr. Kevin Bostian as Athletic Director for Northwestern State University  
at an annual salary of \$160,000 for the period of  
February 7, 2022 – February 6, 2026.*

Thank you for your consideration of this request.

Sincerely,

Dr. Marcus Jones  
President

Attachment

*Established*  
**1884**

**NORTHWESTERN STATE UNIVERSITY**

**DIRECTOR OF ATHLETICS  
CONTRACT OF EMPLOYMENT**

**STATE OF LOUISIANA**

**PARISH OF NATCHITOCHES**

This contract is made and entered into between Northwestern State University (the "University") represented by its President, Dr. Marcus Jones (hereinafter referred to as President), the Demons Unlimited Foundation represented by its President, Mike Newton (herein after referred to as "Foundation"), and Kevin Bostian (hereinafter referred to as "DIRECTOR"). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for Northwestern State University (the "ULS Board"). Therefore, the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the ULS Board.

**1.0     Employment**

- 1.1     Northwestern State University (the "University") does hereby employ DIRECTOR as DIRECTOR OF ATHLETICS and DIRECTOR does hereby accept employment and agrees to perform all of the services pertaining to ATHLETICS which are required of DIRECTOR, as well as, other services as may be contemplated hereunder, all as prescribed by the University through its President.
- 1.2     DIRECTOR shall be responsible, and shall report, directly to the Vice President for External Affairs (the VICE PRESIDENT). Both the DIRECTOR and VICE PRESIDENT shall confer with the PRESIDENT on all administrative and technical matters.
- 1.3     DIRECTOR shall manage and supervise the staff and shall perform such other duties in Northwestern State University's athletic program as the VICE PRESIDENT may assign.
- 1.4     DIRECTOR agrees to represent Northwestern State University positively in public and private forums and shall not engage in conduct that reflects adversely on Northwestern State University or its athletic programs.

**2.0     Term**

- 2.1     The term of this contract is for a fixed period of forty-eight (48) months, commencing on the 7<sup>th</sup> day of February 2022, and terminating without further notice to DIRECTOR on the 6<sup>th</sup> day of February 2026, with the option of TWO (2) additional one (1) year extensions, without re-negotiation conditioned upon both the DIRECTOR, and the University agreeing in writing to either option to extend.
- 2.2     After February 6<sup>th</sup>, 2028, this contract is renewable solely upon an offer from Northwestern State University and an acceptance by DIRECTOR, both of which must be in writing, signed by the parties, and approved by the ULS Board. This Contract in no way grants DIRECTOR a claim to tenure in employment, nor shall DIRECTOR'S service pursuant to this contract count in any way toward tenure at Northwestern State University.
- 2.3     This contract may be amended or extended at any time during the period of this contract only in writing and with mutual written agreement of all parties, and approved by the ULS Board.





### 3.0 Compensation

- 3.1 In consideration of DIRECTOR'S services and satisfactory performance and subject to section 2.1 together with all the provisions of this agreement, Northwestern State University shall pay DIRECTOR a base annual (12-month) salary in the amount of ONE HUNDRED AND SIXTY THOUSAND DOLLARS (\$160,000.00), payable on a bi-weekly basis and subject to all deductions as required by law.
- 3.2 The University does not guarantee amounts due under this contract beyond any particular current twelve (12) month period of performance as described in this agreement. Should the contract be terminated for any reason, amounts due shall be determined in accordance with section 10 of this contract.
- 3.3 The University may permit additional (non-recurring) supplemental pay to DIRECTOR for specific and extraordinary achievement in accordance and as stipulated by section 5.0 below and as allowed by NCAA Division I bylaw 11.3.2.3.
- 3.4 In this appointment, in accordance with ULS Policy Number FS. 111.XXI. -1, DIRECTOR will not accrue Compensatory Leave and DIRECTOR will be exempt from taking leave when the University is officially closed at holiday breaks.
- 3.5 DIRECTOR may be eligible for ULS Board approved cost of living or merit pay increases in addition to the stated base salary. DIRECTOR is also to be granted pay adjustment in the same manner and according to economic circumstances that affect all employees in the unclassified state service.

### 4.0 Additional Benefits

- 4.1 DIRECTOR will receive a vehicle allowance equal to FIVE HUNDRED DOLLARS (\$500.00) per month throughout the term of the contract. If a courtesy/leased vehicle is provided to DIRECTOR, the vehicle allowance may be suspended for the period during which the courtesy/leased vehicle is provided. Funds for the vehicle allowance, if applicable, shall be paid by University through funds provided by the Foundation from its unrestricted Athletic Funds to be used at University's discretion in compliance with Foundation's exempt purpose, and as such, shall not be considered as earnable compensation for the purpose of computation of retirement benefits.
- 4.2 Insurance on any courtesy/leased vehicle must be paid for by the dealership, the DIRECTOR, or some other arrangement agreed to by the University.
- 4.3 DIRECTOR may be reimbursed for miles driving the courtesy/leased vehicle on school sponsored business as authorized and approved following the University of Louisiana System Athletic Travel Policy No. IA-V.(2a).
- 4.4 DIRECTOR shall be provided a cell phone allowance of ONE HUNDRED DOLLARS (\$100.00) per month. Funds for the cell phone allowance shall be paid by University through funds provided by the Foundation from its unrestricted Athletic Funds to be used at University's discretion in compliance with Foundation's exempt purpose, and as such, shall not be considered as earnable compensation for the purpose of computation of retirement benefits.

### 5.0 Supplemental Compensation

*Kmb*

- 5.1 During the term of employment, DIRECTOR shall have the opportunity the opportunity to receive the following supplemental compensation in consideration of their efforts in contribution to certain events or occurrences. The supplemental compensation shall be subject to the standard federal and state withholdings and shall be paid by University through funds provided by the Foundation from its unrestricted Athletic Funds to be used at University's discretion in compliance with Foundation's exempt purpose.

Performance Incentives:

Regular Season Championship (Football) TWO THOUSAND DOLLARS (\$2,000)

Regular Season Championship (All other sports) ONE THOUSAND DOLLARS (\$1,000.00)

Conference Tournament Championship/NCAA Team Tournament Birth (All other sports)- ONE THOUSAND DOLLARS (\$1,000.00)

NCAA Regional Championship (Baseball, Softball)- ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500.00)

NCAA Men's Basketball Tournament Win (each win)- FIVE THOUSAND DOLLARS (\$5,000.00)

NCAA Football Playoff Win (each win)- ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500.00)

NCAA National Championship (All Sports)- TEN THOUSAND DOLLARS (\$10,000.00)

Academic Incentives:

985 or higher single year Departmental Academic Progress Rate- ONE THOUSAND DOLLARS (\$1,000.00)

**6.0 Employee Benefits**

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

**7.0 Outside Income and/or Benefits**

- 7.1 With approval from the PRESIDENT, and in accordance with University and ULS Board policies, DIRECTOR shall be authorized to earn other revenue while employed by the University, but such activities are independent of his/her University employment, and the University shall have no responsibility for any claims arising there from. DIRECTOR shall be entitled to retain revenue generated from his/her operation of ATHLETIC camps and/or ATHLETIC clinics in accordance with University policy relating to camps or clinics conducted by Athletic Department personnel. All outside income will be subject to approval in accordance with the ULS Board policies (adopted 2/24/95 or as amended). DIRECTOR shall report annually in writing to President all athletically-related income, revenue, and/or benefits DIRECTOR receives from sources outside University, and DIRECTOR shall abide by all NCAA regulations regarding outside compensation. Examples of outside income 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 the University. All outside compensation must also comply with the Louisiana Code of Governmental Ethics.

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

#### **8.0 Compliance with NCAA and Conference Rules and Regulations, and University Policies and Procedures**

- 8.1 DIRECTOR shall abide by the NCAA and any Conference rules and regulations and the policies and procedures of the University. Pursuant to NCAA Bylaw 11.2.1, DIRECTOR understands that DIRECTOR 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). If found in violation of NCAA regulations, DIRECTOR shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA Constitution 11.2.1). If found in violation of Conference rules and regulations, or University policies and procedures, DIRECTOR shall be subject to disciplinary or corrective action as set forth by Conference rules and regulations or University policies and procedures. DIRECTOR may be suspended for a period of time, without pay, or the employment of DIRECTOR may be terminated if DIRECTOR is found to be involved in deliberate and Serious, or repetitive, violations of CAA regulations (NCAA Constitution 11.2.1). Conference rules and regulations, or University policies and procedures.
- 8.2 DIRECTOR shall also abide by the State of Louisiana Code of Governmental Ethics, University Policy and Procedures, and the policies and procedures of the University of Louisiana System. In public appearances he/she shall at all times conduct himself/herself in a manner that befits a University official and shall always attempt to create goodwill and a good image for the University.
- 8.3 DIRECTOR shall promote an atmosphere for compliance within the program supervised by the DIRECTOR and shall monitor the activities regarding compliance of all administrators involved with the program who report directly or indirectly to the DIRECTOR.
- 8.4 DIRECTOR and Employer acknowledge and agree that (1) DIRECTOR has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case (see NCAA Bylaw 19.2.3 for examples of full cooperation), and (2) an individual who is found in violation of NCAA regulations shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA infractions process (see NCAA Bylaw 19), including suspension without pay or termination of employment

#### **9.0 Compliance with Local, State and Federal Laws**

- 9.1 DIRECTOR shall abide by the laws of the local, state and federal governments, DIRECTOR may be suspended for a period of time, without pay, or the employment of DIRECTOR may be terminated if DIRECTOR is found to be involved in violation or gross disregard of local,

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state or federal laws.

#### **10.0 Termination**

- 10.1 Either party may terminate this agreement without just cause prior to the expiration of its terms by giving five (5) days written notice to the other party. Prior to termination of DIRECTOR, the University will obtain approval from the President of the University of Louisiana System.
- 10.2 DIRECTOR may be terminated by the VICE PRESIDENT at any time for violation or gross disregard of state or federal laws (excluding minor offenses or those punishable by citation), or deliberate and serious violations of NCAA, conference, or university rules, regulations, policies or procedure, or engaging in conduct, which is clearly contrary to the character and responsibilities of a person occupying the position of DIRECTOR OF ATHLETICS or which substantially negatively or substantially adversely affects the reputation of the University or Northwestern State University athletics or for any violation of this contract: provided, however, prior to termination, University shall meet with DIRECTOR to notify him/her of alleged offending behavior under this clause. following which DIRECTOR will have fourteen (14) days to cure alleged offending behavior or violation. University shall provide a good faith opportunity for DIRECTOR to cure alleged behavior or violation. In the event of such termination. DIRECTOR will receive thirty (30) calendar days' notice of termination or thirty (30) calendar day's regular pay in lieu of such notice. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination. The judgment as to whether the conduct of DIRECTOR constitutes cause under this provision shall not be exercised arbitrarily, capriciously or in a discriminatory manner by the University. No damages or other amounts shall be due if termination is for just cause.
- 10.3 The University may at any time, and in its sole discretion, terminate the employment of DIRECTOR for any reason.
- (a) In the event the University terminates the contract, without cause, University shall pay to DIRECTOR, within ninety (90) days and on a date mutually agreed upon by University and DIRECTOR, an amount equal to all remaining compensation, including, but not limited to, Base Salary and Benefits that would have been due to DIRECTOR under this Agreement had DIRECTOR remained employed by University from the date of termination through the end of the Term (excluding any unexercised option periods). Any lump sum payments shall be paid in lump sum on the date the payment would have been due and payable had the DIRECTOR remained employed until the expiration of the Term. In addition, University will pay to DIRECTOR, within thirty (30) days in which University exercises its right to Terminate this Agreement without cause. Any compensation or Bonus 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 other withholdings. The parties agree that any amounts due beyond the current fiscal year shall be funded solely by the Demons Unlimited Foundation athletic related accounts.
- 10.4 In the event DIRECTOR terminates this Contract without cause to accept a position as DIRECTOR at a different University or other educational organization, DIRECTOR or third party shall pay University the following amounts which shall be deemed as agreed upon liquidated damages owed to Northwestern State University because the costs the University will incur to search for and hire a new DIRECTOR are difficult to determine. DIRECTOR shall have no further liability under this Agreement upon University's full reimbursement by a third party for the liquidated damages. Such liquidated damages shall be received by



University within 90 days of termination. The amount of such reimbursements will be calculated as follows:

- If DIRECTOR terminates the contract between February 7, 2022 and February 6, 2023, University shall be entitled to receive FIFTY THOUSAND DOLLARS (\$50,000.00), from DIRECTOR or from third party.
- If DIRECTOR terminates the contract between February 7, 2023 and February 6, 2024, University shall be entitled to receive FORTY THOUSAND DOLLARS (\$40,000.00), from DIRECTOR or from third party.
- If DIRECTOR terminates the contract between February 7, 2024 and February 6, 2025, University shall be entitled to receive THIRTY THOUSAND DOLLARS (\$30,000.00), from DIRECTOR or from third party.
- If DIRECTOR terminates the contract between February 7, 2025 and February 6, 2028, there will be no liquidated or other similar damages owed by DIRECTOR or any other person or entity.

10.5 DIRECTOR shall promptly report to the University's Title IX Coordinator or Deputy Title IX Coordinator any Known Violation(s) of the University or the University of Louisiana System's Sexual Misconduct Policy (including, but not limited to sexual harassment, sexual assault, sexual exploitation, domestic violence and stalking) that involve any student, faculty, or staff or that is in connection with a University sponsored activity or event. Any emergency situation shall be immediately reported to 911 and/or law enforcement. For purposes of this paragraph, a "Known Violation" shall mean a violation or an allegation of a violation of Title IX and/or the University's or the University of Louisiana System's Sexual Misconduct Policy that DIRECTOR is aware of or has reasonable cause to believe is taking place or may have taken place. The University may terminate this Agreement for cause pursuant to the for-cause-termination provisions of this Agreement for any determined violation by DIRECTOR for failure to report a Known Violation of: Title IX of the Education Amendments of 1972; the University's Sexual Misconduct Policy; or the University of Louisiana System's Sexual Misconduct Policy.

10.6 Should DIRECTOR'S contract be terminated for just cause, the University shall not be liable for any payments or benefits specified in this contract past the effective date of termination. Just cause for termination shall include, but not be limited to:

- (a) Violation or gross disregard of local, state, or federal laws, NCAA or Conference rules or regulations, or University policies or procedures, as well as
- (b) engaging in conduct, as solely determined by the University, which is clearly contrary to the character and responsibilities of a person occupying the position of DIRECTOR OF ATHLETICS or which negatively or adversely affects the reputation of the University or Northwestern State Athletics in any way.

#### 11.0 Severability

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

#### 12.0 Force Majeure



- 12.1 Neither party shall be considered in default performance of his/her or its obligations under this Contract if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the Party affected and which is forthwith, by written notice within thirty (30) days from any event claimed by the party affected, including but not limited to war, hostilities, revolution, civil commotion, strike, lockout, epidemic, pandemic, accident, fire, wind or flood or any requirements of law, or an act of God.

**13.0 Governing Law**

- 13.1 This Contract of Employment is made in the State of Louisiana under the Constitution and laws of the State of Louisiana and shall be governed by and construed under the laws of the State of Louisiana.

**14.0 Entire Agreement**

- 14.1 This Contract of Employment constitutes the entire agreement between the parties supplanting any and all previous other oral or written agreements, letters of appointment, and/or memoranda of understanding regarding any of the matters or things provided for or hereinabove discussed and mentions. This Contract of Employment may be amended only in writing and with mutual written agreement of all parties, and approved by the ULS Board.

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

**WITNESSES:**

Teresa Tilley

Hampden

J. Michael R.

Marcus Jones Date 1/26/22  
Dr. Marcus Jones  
President  
Northwestern State University

Mike Newton Date 1/26/22  
Mike Newton  
President  
Demons Unlimited Foundation

Kevin Bostian Date 1/25/22  
Kevin Bostian  
Director of Athletics  
Northwestern State University

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

\_\_\_\_\_  
Dr. James Henderson  
President  
University of Louisiana System