

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

ATHLETIC COMMITTEE

February 17, 2022

Item G.9. **University of Louisiana at Lafayette's** request for approval of a contract with Mr. Michael Desormeaux, Head Football Coach, effective January 1, 2022.

EXECUTIVE SUMMARY

Under the proposed agreement effective through December 31, 2026, Coach's salary for each year is \$250,000. The contract also provides that the University of Louisiana at Lafayette Foundation, through its Unrestricted Athletic Foundation Accounts, shall pay Coach a one-time \$50,000 signing bonus and a Contingent Premium Benefit of \$455,000 each year for his role in the promotion and production of the University's football program through radio and television programs.

In addition, the University may provide Coach with an annual automobile allowance of \$6,000 if a vehicle is not provided by a dealership and an annual cell phone allowance of \$960.

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

- \$25,000 per semester if team earns a GPA of 2.8 and above *and* the team academic performance report (APR) is above 930.
- \$250,000 if team appears in a New Year's Six Bowl game or a College Football Playoff semifinal game *or* \$25,000 if team appears in a non-New Year's Six Bowl game or College Football Playoff game.
- \$10,000 if team wins a non-College Football Playoff Bowl game.
- \$25,000 if team wins its Conference division *or* \$50,000 if team wins its Conference championship.
- \$25,000 if team wins 10 regular season games.
- \$10,000 if team wins a regular season game versus a non-Conference Power 5 opponent.
- \$50,000 if Coach is named Associated Press Coach of the Year Award, the National Sportswriters Association Paul "Bear" Bryant Award, the ESPN Home Depot Award, the American Football Coaches Association Coach of the Year Award *or* the Bobby Dodd Coach of the Year Award.

On July 1, 2022 (if this contract is in effect on such date), and on July 1 of each subsequent year the contract remains in effect, University shall deposit \$50,000 from funds provided to University from the Foundation's Unrestricted Athletic Foundation Accounts into an interest-bearing annuity established by University. The annuity, including interest, shall become due and payable to Coach upon his successful completion of the Initial Term and any extensions thereof and all funds existing in said annuity on July 1, 2026, shall be considered vested.

If the University terminates this agreement without just cause prior to the expiration of its term, Coach shall receive a payment equivalent to 60% of the Base Salary remaining to be paid under the otherwise unexpired term of this Contract, and 60% of the Contingent Premium Benefit remaining to be paid under the otherwise unexpired term of this contract. Such liquidated damages payment shall be issued from funds provided by the Foundation.

If the Coach terminates the Contract prior to the expiration of its term, Coach shall be liable to the Foundation for liquidated damages as follows:

- \$2,000,000 if such termination occurs on or before December 31, 2022;
- \$1,500,000 if such termination occurs after December 31, 2022, but on or before December 31, 2023.
- \$1,000,000 if such termination occurs after December 31, 2023, but on or before December 31, 2024.
- \$500,000 if such termination occurs after December 31, 2024, but on or before December 31, 2025.
- Such liquidated damages shall be reduced by 25% if Dr. Bryan Maggard is no longer serving as the University's Vice President for Intercollegiate Athletics on the date of notice of termination.

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Lafayette's request for approval of a contract with Mr. Michael Desormeaux, Head Football Coach, effective January 1, 2022.



University of Louisiana at Lafayette

OFFICE OF THE PRESIDENT

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Université des Acadiens

January 27, 2022

G.9.

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

Dear Dr. Henderson:

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

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

Sincerely,

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

E. Joseph Savoie
President

svc

Attachment

**CONTRACT FOR EMPLOYMENT
HEAD FOOTBALL COACH**

**STATE OF LOUISIANA
PARISH OF LAFAYETTE**

THIS CONTRACT FOR EMPLOYMENT (“Contract”) is made effective the 1st day of January, 2022 (“Effective Date”), by and between the BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM (“Board”), a public constitutional corporation organized and existing under the laws of the State of Louisiana, acting herein on behalf of the UNIVERSITY OF LOUISIANA AT LAFAYETTE (“University”), represented herein by Dr. E. Joseph Savoie, the duly authorized University President (“President”); and MICHAEL DESORMEAUX (“Coach”). The Board and Coach may be collectively referred to herein as the “parties” and each may be referred to individually as a “party.” This Contract is subject to the approval of the Board; therefore the terms and conditions set forth in this Contract shall be considered a valid contract only upon execution by the parties and written approval by the Board.

WITNESSETH

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

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

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

1. **Employment.** University hereby employs Coach as Head Coach of its Football Program, and Coach hereby agrees to and accepts such employment. Coach shall be responsible to, and shall report directly to, University’s Vice President for Intercollegiate Athletics (“VPIA”). Coach shall also be under the general supervision of President.
2. **Term.**
 - a. **Initial Term.** This Contract’s term shall be deemed to have commenced on the Effective Date and shall continue in effect for an initial term ending on December 31, 2026 (“Initial Term”).
 - a. **Automatic Extension.** The term of this Contract shall be automatically extended for one (1) additional year each time during the Initial Term of this Contract the Football Program (i) wins ten (10) games in a season and/or (ii) wins its Conference championship. The terms and conditions for each one-year extension shall be no less favorable than the final year of the Term, as may have been extended.
 - b. **Extension.** This Contract is renewable solely at the option of the University, subject to approval by Board, for one (1) additional year, expiring on December 31, 2027, if,

after the first year of this Contract, VPIA or VPIA's designee determines Coach has met all annual performance targets after an annual evaluation as set forth in Section 18 herein. If for any reason Bryan Maggard is no longer employed as VPIA before December 31, 2026 and the Initial Term has not otherwise been extended, then the Initial Term shall automatically be extended for one (1) additional year beginning January 1, 2027 and ending December 31, 2027. Unless otherwise agreed to in writing by the parties, Coach's compensation, benefits, and incentives during this additional Contract year shall be on the same terms and conditions as were in effect in the final year of the Term.

- c. **Renewal.** This Contract is renewable solely at the option of University and subject to approval by Board and Coach; however, if, after expiration of the Initial Term and any written term extension thereof, University continues to accept Coach's services as Head Football Coach without execution of a new contract or an amendment to extend the term of this Contract, Coach's employment as Head Football Coach shall be on a month-to-month employment-at-will basis.
3. **Duties and Responsibilities.** Coach shall manage and supervise the Football Program and shall perform such other duties in the University athletic program as VPIA may reasonably assign. Specifically, Coach shall:
- a. Faithfully and conscientiously perform the duties of Head Football Coach which are expressly assigned and/or inherent in such position.
 - b. Lead, direct, manage, promote, and supervise the Football Program and its personnel in an effective manner to achieve the goals and objectives for the Football Program as established by VPIA in consultation with Coach.
 - c. Appear at media events and other public appearances at such times as University may reasonably designate, provided such appearances shall not unreasonably conflict with Coach's primary duties as Head Football Coach.
 - d. Maintain the high moral and ethical standards commonly expected of Coach as a highly visible representative of University by nonexclusively:
 - i. Carrying himself in a professional and sportsman-like manner as expected of a highly visible representative of University, whose conduct, both on and off the field, affects the reputation of University, the viability of its athletic programs and contracts, and the well-being of its student-athletes;
 - ii. Avoiding profane or insulting behavior directed towards student-athletes, spectators, and members of the media;
 - iii. Refraining from any conduct that would offend prevailing social values and reflect negatively on University's reputation; and
 - iv. Avoiding any business or professional activities or pursuits that will conflict with his performance of his duties or will otherwise interfere with University's interest.

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

limitation, Title IX of the Educational Amendments of 1972, 20 U.S.C. § 1681 *et seq.*, the Americans with Disabilities Act, 42 U.S.C. § 12101, *et seq.*, and all state and federal non-discrimination laws.

- n. Promote University's commitment to equal opportunity and affirmative action in personnel actions.
 - o. Adhere to and carry out other employment-related directives and responsibilities as may be reasonably given by VPIA and/or President from time to time.
4. **Base Salary.** In consideration for the services of Coach and satisfactory performance of the conditions of this Contract, University agrees to pay Coach an annual base salary ("Base Salary") of Two Hundred Fifty Thousand Dollars and NO/100 (\$250,000.00), payable in equal monthly installments of Twenty Thousand Eight Hundred Thirty-Three Dollars and 33/100 (\$20,833.33) on the last day of each month. The compensation paid shall be subject to the same payroll deductions that apply to University's non-academic administrative employees. All salary payments shall be subject to withholding and other applicable taxes. Coach shall receive all applicable State of Louisiana authorized general salary increases for which he is eligible. Any such increases are incorporated herein by reference to the same extent as if this Contract was amended to incorporate same.
5. **Signing Bonus.** University agrees to pay Coach a signing bonus of Fifty Thousand Dollars and NO/100 (\$50,000.00), payable within forty-five (45) days upon approval of Coach's Personnel Action Form, through funds provided by the Foundation from its Unrestricted Athletic Foundation Accounts.
6. **General Benefits.** Coach shall be entitled to standard fringe benefits that are provided to full-time employees generally on the same basis as offered University-wide. Employment benefits shall be calculated in accordance with state and federal guidelines.
7. **Football Tickets.** University shall provide Coach up to twenty-five (25) tickets per home Football game for personal use.
8. **Additional Benefits.** University shall also pay to Coach the following additional benefits:
- a. **Automobile Allowance.** Either (i) use of an automobile by an automobile dealership or (ii) an annual automobile allowance in the amount of Six Thousand Dollars and NO/100 (\$6,000.00), paid in equal monthly installments of Five Hundred Dollars and NO/100 (\$500.00);
 - b. **Cellular Telephone Allowance.** A cellular telephone allowance of Eighty Dollars and NO/100 (\$80.00) per month.
9. **Contingent Premium Benefit.**
- a. In addition to the Base Salary, University shall pay to Coach, through funds provided by the Foundation from its Unrestricted Athletic Foundation Accounts to be used at University's discretion in compliance with Foundation's exempt purpose, supplemental compensation in the following amount:

- i. Four Hundred Fifty-Five Thousand Dollars and NO/100 (\$455,000.00) annually, prorated for the first partial year, to be paid in equal monthly installments of Thirty-Seven Thousand Five Hundred Dollars and NO/100 (\$37,500.00).
 - ii. Payment of this supplemental compensation is contingent upon Coach making reasonable efforts to appear on radio and television programs during the football season including game broadcasts or telecasts, pre-game and post-game shows, and coach's shows (collectively, "Broadcasts"). However, these payments are not precluded if the University elects to discontinue or terminate any Broadcast(s) during the football season.
- b. The reasonable effort required of Coach under this Section shall be that of due diligence and personal time customarily executed by head football coaches in the promotion and production of similar programs at other NCAA Division I FBS institutions. Any efforts requested of Coach by University with respect to promotion and production of Broadcasts shall not unreasonably interfere with his primary duties as Head Football Coach.
- c. University shall be entitled, at its option, to produce and market the Broadcasts or negotiate with other parties to produce and market the Broadcasts. Contracts for all Broadcasts shall be between University and the entity producing such Broadcasts ("Producer"). Rights in and to these Broadcasts shall not be considered the property of Coach.
- d. University shall have the exclusive right to contract with Broadcast sponsors for commercial endorsements by Coach both during any Broadcast and at all other times. Coach shall not unreasonably refuse any requests by University or Producer to personally contact existing or potential sponsors to generate or increase advertising revenues, or to participate in any commercial endorsements to promote Broadcasts, provided that any such requests shall not unreasonably interfere with Coach's primary duties as Head Football Coach.
- e. Except routine news media interviews for which no compensation is received, Coach shall not appear on any television, radio, or other media broadcast or advertisement without the prior written approval of VPIA, which shall not be unreasonably withheld.

10. Achievement Compensation.

- a. **Head Coach Achievement Compensation.** During Coach's employment as Head Football Coach, University shall pay Coach each year using Foundation's Unrestricted Athletic Foundation Accounts, the following Achievement Compensation in recognition of his efforts in contributing to the occurrence of the following achievements, with such amounts payable to Coach within thirty (30) days following such achievement(s):
 - i. **Academic Achievement Compensation.** A payment of Twenty-Five Thousand Dollars (\$25,000.00) upon the happening of the following event which occurs earliest in any year of this Contract, if at all, provided that

University has been notified that the Football Team's cumulative Academic Performance Report (APR) average is above 930:

1. The Football Team earns an academic grade point average of 2.8 or above during the spring semester of any year of this Contract as reported to the Conference; or
 2. The Football Team earns an academic grade point average of 2.8 or above during the fall semester of any year of this Contract as reported to the Conference; or
 3. The annual graduation success rate of the Football Team as reported by the NCAA exceeds seventy percent (70%).
- ii. **Post-Season Achievement Compensation.** In addition to any payment set forth in Section 10(a)(i), Coach shall receive per football season:
1. Two Hundred Fifty Thousand Dollars and NO/100 (\$250,000.00) if the Football team appears in a New Year's Six Bowl game or College Football Playoff Bowl game; or
 2. Twenty-Five Thousand Dollars and NO/100 (\$25,000.00) if the Football team appears in a non-New Year's Six Bowl or College Football Playoff Bowl game and the Football Team achieves seven (7) regular season wins; and
 3. Ten Thousand Dollars and NO/100 (\$10,000.00) if the Football Team wins a non-College Football Playoff Bowl game.
- iii. **Conference Achievement Compensation.** In addition to any payment set forth in Section 10(a)(i-ii), Coach shall receive:
1. Twenty-Five Thousand Dollars and NO/100 (\$25,000.00) if the Football team wins its Conference division; or
 2. Fifty Thousand Dollars and NO/100 (\$50,000.00) if the Football team wins its Conference championship; and
 3. Twenty-Five Thousand Dollars and NO/100 (\$25,000.00) if the Football Team wins ten (10) regular season games.
- iv. **Power 5 Win Achievement Compensation.** In addition to any payment set forth in Section 10(a)(i-iii), Coach shall receive Ten Thousand Dollars and NO/100 (\$10,000.00) if the Football Team wins a regular season game versus a non-Conference Power 5 opponent.
- v. **Coaching Recognition Achievement Compensation.** In addition to any payment set forth in Section 10(a)(i-iv), Coach shall receive:

1. Twenty Thousand Dollars and NO/100 (\$20,000.00) if Coach is named Coach of the Year by the Conference; and
 2. Fifty Thousand Dollars and NO/100 (\$50,000.00) if Coach is named the recipient of the Louisiana Sports Writers' Association, Associated Press Coach of the Year Award, the National Sportswriters Association Paul "Bear" Bryant Award, the ESPN Home Depot Award, the American Football Coaches Association Coach of the Year Award, *or* the Bobby Dodd Coach of the Year Award.
- b. Notwithstanding the foregoing, Coach shall not be entitled to any unpaid Achievement Compensation for any year during which Coach has been suspended by University, or during which University has terminated the Coach's employment as Head Football coach for cause.
- c. Coach shall have the discretion to allot Coach's Achievement Compensation amounts to Assistant Football Coaches or other Football Staff as Coach deems appropriate.

11. Retention Incentive Payments.

- a. On July 1, 2022, if this Contract is in effect on such date, and on July 1 of each subsequent year this Contract remains in effect, University shall deposit the sum of Fifty Thousand Dollars and NO/100 (\$50,000.00), from funds provided to University from the Foundation's Unrestricted Athletic Foundation Accounts to be used at University's discretion in compliance with Foundation's exempt purpose, into an interest-bearing annuity established by University.
- b. Except as provided by Section 11(c), below, the total sum accrued in said annuity, including interest, shall become due and payable to Coach upon his successful completion of the Initial Term and any extensions thereof. In the event the annuity becomes due and payable to Coach, University agrees to work with Coach in good faith to make reasonable efforts to transfer the annuity to Coach in the most tax-beneficial manner possible to Coach.
- c. Notwithstanding the provisions of Section 11(b), above, all funds existing in said annuity on July 1, 2026, shall be considered vested. Any and all vested funds shall be withdrawn and released to Coach upon his request, provided this Contract has not been terminated prior to the applicable vesting date.
- d. In the event University terminates this Contract for cause or Coach terminates the Contract without cause prior to the expiration of the Initial Term and any extension thereof, University shall retain all unvested funds in said annuity and shall have no further obligation to Coach under this Section 11.
- e. If University terminates the Contract without cause prior to the expiration of the Initial Term and any extension thereof, Coach shall be entitled to all funds in said annuity as of the date of termination. In addition, University shall pay to Coach, from funds provided to University from the Foundation's Unrestricted Athletic Foundation Accounts to be used at University's discretion in compliance with Foundation's

exempt purpose, a prorated payment for the portion of the year which Coach remained in his position prior to said termination.

12. Football Staff. University will allow Coach to select and retain, subject to the approval of VPIA, President, and the Board, the Assistant Football Coaches, Quality Control Assistants, Strength and Conditioning Coach, and Chief of Staff, and Football Support Personnel (collectively, “Football Staff”) as follows:

a. **Assistant Football Coaches.** Coach may select and retain as many as ten (10) full-time, paid Assistant Football Coaches designated to perform coaching duties, to be compensated as follows:

i. **Assistant Football Coach Salary Pool.** University shall provide an Assistant Football Coach salary pool of no less than Two Million Five Hundred Thousand and NO/100 (\$2,500,000.00) each calendar year for the ten (10) full-time Assistant Football Coaches. The amounts paid to each individual Assistant Football Coach will be determined by the Coach, subject to the approval of the President.

ii. **Assistant Football Coaches, Head Strength and Conditioning Coach, and Chief of Staff Achievement Compensation.** University acknowledges the Assistant Football Coaches, Head Strength and Conditioning Coach, and the Chief of Staff will contribute valuably to the occurrence of the Football Team’s achievements. In recognition of such contributions, University shall pay each Assistant Football Coach, the Head Strength and Conditioning Coach, and the Chief of Staff, through funds provided by the Foundation from its Unrestricted Athletic Foundation Accounts to be used at University’s discretion in compliance with Foundation’s exempt purpose, the following Achievement Compensation:

1. **Post-Season Achievement Compensation.** Each Assistant Football Coach, the Head Strength and Conditioning Coach, and the Chief of Staff shall receive an Achievement Compensation payment in the greater of:

a. Twenty five percent (25%) of one (1) monthly installment of the individual’s then-current annual base salary if the Football Team appears in a non-New Year’s Six Bowl game following a season in which the Football Team wins at least seven (7) regular season games, provided that the Assistant Football Coach coaches the Football Team in such Bowl game, or, in the case of the Head Strength and Conditioning Coach and Chief of Staff, assists in preparing the Football Team to play in such Bowl game; or

b. One (1) monthly installment of the individual’s then-current annual base salary if the Football Team appears in a New Year’s Six Bowl game, provided that the Assistant Football Coach

coaches the Football Team in such Bowl game, or, in the case of the Head Strength and Conditioning Coach and Chief of Staff, assists in preparing the Football Team to play in such Bowl game.

2. **Conference Achievement Compensation.** In addition to the payment set forth in Section 12(a)(ii)(1), each Assistant Football Coach, the Head Strength and Conditioning Coach, and the Chief of Staff shall receive an Achievement Compensation payment in the greater of:
 - a. An amount equal to seven-and-a-half percent (7.5%) of one (1) monthly installment of the individual's base salary if Football Team wins its Conference division; or
 - b. An amount equal to fifteen percent (15%) of one (1) monthly installment of the individual's base salary if Football Team wins its Conference championship game.
 3. **Power 5 Win Achievement Compensation.** In addition to any payment set forth in Section 12(a)(ii)(1)-(2), each Assistant Football Coach, the Head Strength and Conditioning Coach, and Chief of Staff shall receive Two Thousand Dollars and NO/100 (\$2,000.00) if the Football Team wins a regular-season game versus a non-conference Power 5 opponent.
 4. **Top 25 Ranking Achievement Compensation.** In addition to any payment set forth in Section 12(a)(ii)(1)-(3), each Assistant Football Coach, the Head Strength and Conditioning Coach, and Chief of Staff shall receive Two Thousand Dollars and NO/100 (\$2,000.00) if the Football Team achieves a Top 25 Final Ranking.
- b. **Football Support Personnel and Chief of Staff.** Coach may select and retain the following Football Support Personnel: one (1) Director of On-Campus Recruiting, one (1) Director of Football and Recruiting Logistics, one (1) Director of Player Personnel, one (1) Director of Player Engagement, one (1) Director of Sports Medicine, one (1) Director of Sports Nutrition, and one (1) Chief of Staff. The Director of On-Campus Recruiting, Director of Football and Recruiting Logistics, Director of Player Personnel, Director of Player Engagement, Director of Sports Medicine, and Director of Sports Nutrition shall be collectively referred to as "Football Support Personnel".
- i. **Football Support Personnel and Chief of Staff Salary Pool.** University shall provide a Football Support Personnel and Chief of Staff salary pool of no less than Four Hundred Fifty Thousand Dollars and No/100 (\$450,000.00) annually. The amounts paid to each individual Football Support Personnel and Chief of Staff will be determined by the Coach, subject to the approval of the President.
 - ii. **Football Support Personnel Achievement Compensation.** University acknowledges Football Support Personnel will contribute valuably to the

occurrence of the Football Team's achievements. In recognition of such contributions, University shall pay each individual Football Support Personnel, through funds provided by the Foundation from its Unrestricted Athletic Foundation Accounts to be used at University's discretion in compliance with Foundation's exempt purpose, the following Achievement Compensation:

1. **Post-Season Achievement Compensation.** Each Football Support Personnel shall receive an Achievement Compensation payment in the greater of:
 - a. One Thousand Dollars and NO/100 (\$1,000.00) if the Football Team appears in a non-New Year's Six Bowl game; or
 - b. Five Thousand Dollars and NO/100 (\$5,000.00) if the Football Team appears in a New Year's Six Bowl game.
 2. **Conference Achievement Compensation.** In addition to the payment set forth in Section 12(b)(ii)(1), each individual Football Support Personnel shall receive an Achievement Compensation payment of One Thousand Dollars and NO/100 (\$1,000.00) if Football Team wins its Conference division.
- c. Notwithstanding the language contained in Section 12(b) above, Coach shall have the discretion to allot such Achievement Compensation to the Football Support Personnel as Coach deems appropriate. At no time shall the Achievement Compensation amounts deemed appropriate by Coach be greater than the amounts listed per achievement in Section 12(b) above.
 - d. **Strength and Conditioning Coaches Salary Pool.** Coach may select and retain a Head Strength and Conditioning Coach, one (1) Associate Director of Strength and Conditioning Coach, two (2) Assistant Directors of Strength and Conditioning Coaches, and one (1) Player Development Coordinator. University shall provide a Strength and Conditioning salary pool of no less than Five Hundred Thousand Dollars and No/100 (\$500,000.00) annually. The amounts paid to each individual Strength and Conditioning Coach will be determined by the Coach, subject to the approval of the President.
 - e. **Quality Control Assistants Salary Pool.** Coach may engage independent contractor Quality Control Assistants compliant with IRS regulations. University shall provide a minimum of One Hundred Seventy-Five Thousand Dollars and NO/100 (\$175,000.00) for these Quality Control Assistants annually. Expenditures beyond One Hundred Seventy-Five Thousand Dollars and NO/100 (\$175,000.00) shall be subject to prior approval of the Vice President for Administration and Finance ("VPAF"). Compensation to the Quality Control Assistants shall be distributed in Coach's discretion, subject to the approval of the VPAF.

f. **Other Support Personnel.**

- i. VPIA, Coach, and Assistant Athletic Director for Student-Athlete Academic Services will mutually agree on engaging two (2) full-time Football Academic Support employees. University shall provide Eighty Thousand Dollars and NO/100 (\$80,000.00) annually, to be distributed to the Football Academic Support employees in VPIA's and Coach's discretion, subject to the approval of the VPAF.
 - ii. VPIA, Coach, and Director of Digital Strategy will mutually agree on engaging two (2) full-time Creative Artist employees. University shall provide Eighty Thousand Dollars and NO/100 (\$80,000.00) annually, to be distributed to the Creative Artist employees in VPIA's and Coach's discretion, subject to the approval of the VPAF.
 - iii. Coach, in consultation with VPIA and University's Office of Human Resources ("HR"), shall have the discretion to classify new employment positions as deemed applicable and appropriate.
- g. Coach, in consultation with VPIA and HR, shall have the discretion to distribute any undistributed amounts remaining in the salary pools for Assistant Football Coaches, Football Support Personnel and Chief of Staff, Strength and Conditioning Coaches, and Quality Control Assistants to any other Football Staff.
- h. All Achievement Compensation which may be paid pursuant to this Section 12 shall be deemed to have been earned on the date of the event or occurrence prompting the supplemental compensation payment; payable within thirty (30) days following the event or occurrence prompting the Achievement Compensation payment; and subject to standard federal and state withholdings.
- i. Notwithstanding the foregoing, no Football Staff shall be entitled to any unpaid Achievement Compensation for any year during which said Football Staff member has been suspended by University, or during which University has terminated the Football Staff member's employment as a Football Staff member for cause.

13. Compliance with Law, Policy, and Regulations.

- a. Coach agrees to provide his services consistent with the terms and conditions of this Contract, the laws of the United States of America, and any applicable state law including the Louisiana Code of Governmental Ethics; the policies, guidelines, and requirements of University and the Board; and the constitution, bylaws, rules, regulations, and interpretations of the NCAA and Conference. Coach shall not violate any civil law, including but not limited to Title IX of the Educational Amendments of 1972, 20 U.S.C. § 1681 *et seq.* and the Americans with Disabilities Act, 42 U.S.C. § 12101, *et seq.*, or criminal law of any state or federal government. Failure to comply with this Section may result in suspension and/or termination of Coach's employment as Head Football Coach, or termination of this Contract.
- b. Pursuant to NCAA Bylaw 11.2.1, Coach understands that he has an affirmative

obligation to cooperate fully in the infractions process, including the investigation and adjudication of a case (see NCAA Bylaw 19.2.3 for examples of full cooperation). Coach hereby stipulates that if he is found to be in violation of NCAA regulations, he shall be subject to disciplinary or corrective action as set forth in the NCAA infractions process (see NCAA Bylaw 19), including suspension without pay, or in the event of a Level 1 or Level 2 violation, possible termination of employment.

14. **Camps and Clinics.** With prior approval of VPIA, President, and University's VPAF, which approval shall not be unreasonably withheld, Coach may hold Football camps and clinics on University Football facilities. Coach shall operate all camps and clinics under the supervision and authority of University. Coach must receive written approval from the VPAF before Coach may manage and/or distribute revenue generated from such camps and clinics. Any such management and distribution shall comply with all applicable NCAA, University, and Board regulations, policies, and procedures, and shall remain subject to the supervision of the VPAF.
15. **Outside Income.** Coach may earn income and revenue from outside sources while employed by University upon approval from President and in accord with University and Board policies. Coach shall report annually in writing to President through VPIA all athletically-related income he receives from sources outside University, and Coach shall abide by all NCAA regulations regarding outside compensation. All outside compensation must also comply with the Louisiana Code of Governmental Ethics. Any outside compensation activities shall be considered independent of Coach's University employment; University shall have no responsibility for any claims arising therefrom. Examples of outside income and/or benefits include, without limitation, income or benefits from (1) endorsement or consultation contracts with apparel companies, equipment manufacturers, or television or radio programs; (2) ownership, control, or management of a foundation, organization, or other entity; and (3) participation in athletic camps outside of those offered by University (see NCAA Bylaw 11.2.2.).
16. **Outside Employment.** Coach agrees that he shall not, personally or through any agent, actively seek, negotiate for, or accept other employment of any nature during the term of this Contract without first having obtained consent from President, which shall not be held unreasonably.
17. **Endorsement/Personal Gain.** Coach agrees that he shall not, directly or by implication, use University's name or logos in the endorsement of commercial products or services, nor shall he use his employee standing as Head Football Coach for personal benefit or gain without prior written approval from President and compliance with Board and University policies. This prohibition includes, but is not limited to, soliciting, accepting, and/or receiving private employment, consultation, gifts, gratuities, speaking engagements, endorsements of commercial products, positions on advisory boards (including those of athletic sporting goods companies, etc.), or a fee based upon any contracts and purchase of goods and services for the Football Program. Any willful or knowing violation of this provision may be considered a conflict of interest and grounds for termination for cause.

18. Evaluation. VPIA or VPIA's designee shall evaluate Coach annually prior to July 1 of each year of this Contract to determine whether Coach has, in the sole discretion of VPIA or VPIA's designee, achieved annual performance targets which shall be communicated to Coach prior to each Football season and from time to time as VPIA or VPIA's designee deems reasonably necessary and warranted.

19. Termination by University.

a. Without Cause.

- i. University may terminate this Contract without cause in the sole and absolute discretion of President, after receiving approval of the President of the University of Louisiana System. In such event, Coach shall receive as liquidated damages payment equal to sixty percent (60%) of the Base Salary remaining to be paid under the otherwise unexpired term of this Contract, and sixty percent (60%) of the Contingent Premium Benefit remaining to be paid under the otherwise unexpired term of this Contract, (which includes, for the avoidance of doubt, the Initial Term and any exercised or automatic extensions or renewals thereof). In addition, Coach shall receive, no later than the last day of the month in which University exercises its right to terminate this Contract without cause, any other compensation (including Achievement 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. Such liquidated damages payment shall be issued by University, at its sole option, either in a lump sum or monthly payments within six (6) months of the date of termination, from funds provided by the Foundation from its Unrestricted Athletic Foundation Accounts to be used in University's discretion in compliance with Foundation's exempt purpose and shall not be subject to any offset or recoupment for any compensation Coach may receive for future employment following termination. All other obligations of University and/or the Foundation to Coach shall cease as of the date of termination.
- ii. Payment of the liquidated damages payment under this Section 19(a) shall constitute a full release of any claims Coach might otherwise assert against Board, University, the Foundation, or any of their officers, board members, representatives, agents, or employees as of the date of termination. In consideration of this payment, Coach shall, and does hereby, release and discharge Board, University and the Foundation, their officers, board members, representatives, agents, and employees, from and against any liability of any nature whatsoever related to or arising out of this Contract and Coach's employment at University as of the date of termination, including, but not limited to, any and all claims arising under or relating to any Federal or state constitutions, laws, regulations, or other provision of law.

b. **For Just Cause.**

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

iii. Coach and University acknowledge that it is not the desire or the intention of University that Coach's employment be terminable for minor, technical, or otherwise insignificant acts of misconduct by Coach, or for minor, technical, or otherwise insignificant University regulations or NCAA or Conference violations which do not entail the risk of Level I or Level II institutional penalties. Prior to termination for cause, University intends to provide Coach with a reasonable opportunity to remedy and/or correct any grounds for termination for cause, unless, in University's reasonable discretion, the grounds for such a termination warrant immediate termination.

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

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

- a. All obligations of University and Foundation for any compensation and/or other benefits to Coach shall cease as of the date of termination, notwithstanding any compensation or incentive compensation actually earned and accrued but unpaid, as well as all expenses incurred in the performance of his duties but not yet reimbursed or otherwise received by the date of the termination, less all applicable taxes and other withholdings.
- b. Coach shall pay, or cause a third party to pay, to Foundation a liquidated damages payment of:
 - i. Two Million Dollars and NO/100 (\$2,000,000.00) if such termination occurs on or before December 31, 2022 payable within sixty (60) days of the effective date of termination;
 - ii. One Million Five Hundred Thousand Dollars and NO/100 (\$1,500,000.00) if such termination occurs after December 31, 2022, but on or before December 31, 2023 payable within sixty (60) days of the effective date of termination;
 - iii. One Million Dollars and NO/100 (\$1,000,000.00) if such termination occurs after December 31, 2023, but on or before December 31, 2024 payable within sixty (60) days of the effective date of termination; or
 - iv. Five Hundred Thousand Dollars and NO/100 (\$500,000.00) if such termination occurs after December 31, 2024, but on or before December 31, 2025 payable within sixty (60) days of the effective date of termination.

- c. The liquidated damages amounts set forth in Sections 20(b)(i-v) above shall be reduced by twenty-five percent (25%) if Dr. Bryan Maggard is no longer serving as the University's VPIA on the date of notice of termination.
- d. Coach shall be obligated to furnish notice to VPIA prior to engaging in communications or substantive negotiations for future employment during the Initial Term or any extensions of the Contract.
- e. For a period of one (1) year after the date of termination, Coach shall not initiate any recruitment-related contact with or otherwise seek to recruit any high school junior or senior, or rising junior college athlete, who has officially visited University, unless any new institution employing Coach had contacted or recruited such athlete prior to Coach's acceptance of employment with such institution. The obligations created herein shall survive the termination of this Contract and shall continue in full force and effect.

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

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

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

- b. University may terminate this Contract for cause pursuant Section 18(b) of this Contract for any determined violation by Coach for failure to report a Known Violation.

23. Morality Clauses.

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

24. NCAA Issues. University has informed Coach of all significant NCAA issues of which it is aware.

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

26. Miscellaneous.

- a. Coach shall be entitled to utilize the applicable University grievance procedure in place at the time in the event of a University decision which Coach reasonably believes has adversely affected the terms and/or conditions of Coach's employment, including a termination by University pursuant to Section 19(b) of this Contract. The procedure currently in place for this situation is the University's Grievance Procedure for Non-Faculty Unclassified Personnel (Policy Document VI).
- b. This Contract and all claims or disputes arising out of or relating to this Contract shall be exclusively governed by and interpreted in accordance with the laws of the State of Louisiana, without regard to conflicts of law principles.
- c. In the event that any dispute arises between the parties concerning any breach of this Contract, the party alleging a breach by the other must provide written notice to the other describing in detail the alleged breach and allow a sixty-day (60-day) period to cure such breach prior to initiating legal action.
- d. Any and all claims or disputes arising out of or relating to this Contract shall be brought in a court of competent jurisdiction located in the Parish of Lafayette, State of Louisiana. The prevailing party in any judicial determination shall be entitled to recover attorney's fees in addition to any other relief awarded by the Court.
- e. If any provision of this Contract shall be adjudicated void, invalid, unenforceable, or illegal for any reason, it shall be ineffective only to the extent of such determination

and the validity and enforceability of all the remaining provisions shall not be affected thereby.

- f. Coach agrees as a condition of his employment to abide by the Drug Free Workplace Act of 1988 and to notify HR of any criminal drug conviction for a violation occurring in the workplace as soon as he is made aware of the conviction and no later than five (5) days after such conviction. (Note this is a requirement of federal law for all institutions receiving federal funds.)
- g. University may cancel this Contract at any time upon thirty (30) days' notice without further obligation due to lack of funding, or a determination by its governing board to eliminate the athletics program for lack of funds, or a decision to discontinue the athletics program made in accordance with University policy and procedures.
- h. Coach shall be responsible for any and all income tax liabilities, interest, and/or penalties related to any benefits he receives pursuant to this Contract.
- i. The parties agree and understand the terms of this Contract are subject to its recommendation by President and contingent upon approval of Board.
- j. This Contract supersedes all other agreements between the parties, contains all the terms between the parties, and may be amended only in writing, signed and agreed to by the parties, and approved by Board.
- k. No delay or failure to enforce any provision of this Contract by University shall constitute a waiver or limitation of rights enforceable under this Contract.
- l. Coach acknowledges he has read and understands the foregoing provisions of this Contract; he has been afforded and has exercised the opportunity to consult with personal legal counsel; the provisions are reasonable and enforceable; and he agrees to abide by this Contract and the terms and conditions set forth herein.
- m. This Contract may be executed in one or more counterparts, each of which individually shall be deemed original but all of which together shall constitute one and the same document. An electronic (e.g., Portable Document Format or PDF) copy of the original signature of the representative of a party shall have the same validity as an original signature for the purpose of this Contract. In accordance with La. R.S. § 9:2605B(1) and (2), the parties hereto each agree that this transaction may be conducted by electronic means; and electronic signatures of the parties to this Contract shall be acceptable and satisfactory for all legal purposes, as authorized by the Louisiana Uniform Electronic Transactions Act, La. R.S. § 9:2601 through 9:2621.

27. Notices. Any notice required herein shall be provided in writing, and shall be delivered by personal delivery; electronic mail (to a valid, confirmed e-mail address); a nationally-recognized overnight delivery service; or U.S. registered, certified, or first class mail to such party. Any such notice shall be deemed to have been given either at the time of personal delivery; upon acknowledgment of receipt if sent by electronic mail the day after it is transmitted to a nationally-recognized overnight delivery service; or in the case of mail, as of three (3) days after it is mailed.

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

University Designee:

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

With copy to:

Dr. Bryan Maggard, VPIA
University of Louisiana at Lafayette
201 Reinhardt Drive
Lafayette, LA 70506
bryan.maggard@louisiana.edu

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

Coach:

Michael Desormeaux
201 Reinhardt Drive
Lafayette, LA 70506

With copy to:

Pete Roussel
pete.roussel@suite615.com

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

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

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

Michael Desormeaux, Coach

DocuSigned by:
Joe Savoie
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DocuSigned by:
Michael Desormeaux
5823FFBAC7A345C...

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

2/1/2022
Date

1/26/2022
Date

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

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

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

STATE OF LOUISIANA

PARISH OF LAFAYETTE

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

The Foundation desires to assist and aid University in the employment of Coach for the position of Head Football Coach. To that end, the Foundation accepts and agrees to bind itself for the limited obligations of the Foundation set forth in Sections 5, 9, 10, 11, 12, 19, and 20 of the Contract for Employment for Head Football Coach (“Contract”) between University and Coach. Any and all sums the Foundation owes pursuant to such Contract shall be paid from Unrestricted Athletic Foundation Accounts. Foundation joins in this Ancillary Agreement for the limited obligations of the Foundation set forth in Sections 5, 9, 10, 11, 12, 19, and 20. No other terms of the Contract shall obligate or bind the Foundation.

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

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

Entered into this ____ day of _____, 2022.

DocuSigned by:
Joe Savoie 2/1/2022
1405E1487C93461...

Board of Supervisors of the Date
University of Louisiana System
By: Dr. E. Joseph Savoie

DocuSigned by:
Michael Desormeaux 1/26/2022
5823FFBAC7A345C...

Michael Desormeaux Date

DocuSigned by:
Thomas L. Kremer, Jr. 1/29/2022
5F7A8CD7B799456...

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

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

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

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

ATHLETIC COMMITTEE

February 17, 2022

Item G.10. University of Louisiana at Lafayette's request for approval of a contract with Mr. Bryant Ross, Assistant Football Coach/Assistant Offensive Line Coach, effective January 10, 2022.

EXECUTIVE SUMMARY

Under the proposed agreement effective through January 14, 2024, Coach's annual salary is \$120,000. In addition, the University may provide Coach with an annual automobile allowance of \$3,000 if a vehicle is not provided by a dealership, an annual cell phone allowance of \$960, and reimbursement of an amount totaling no more than ten percent (10%) of Coach's annual salary for reasonable costs incurred for relocation.

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

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

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

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

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

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Lafayette's request for approval of a contract with Mr. Bryant Ross, Assistant Football Coach/Assistant Offensive Line Coach, effective January 10, 2022.*



University of Louisiana at Lafayette

OFFICE OF THE PRESIDENT

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

Université des Acadiens

January 27, 2022

G.10.

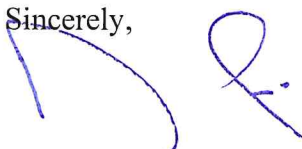
Dr. James B. Henderson
President
University of Louisiana System
1201 North Third Street, Suite 7-300
Baton Rouge, LA 70802

Dear Dr. Henderson:

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

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

Sincerely,


E. Joseph Savoie
President

svc

Attachment

**CONTRACT FOR EMPLOYMENT
ASSISTANT FOOTBALL COACH**

STATE OF LOUISIANA

PARISH OF LAFAYETTE

THIS CONTRACT FOR EMPLOYMENT (“Contract”) is made effective the 10th day of January, 2022 (“Effective Date”), by and between the BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM (“Board”), a public constitutional corporation organized and existing under the laws of the State of Louisiana, acting herein on behalf of the UNIVERSITY OF LOUISIANA AT LAFAYETTE (“University”), represented herein by Dr. E. Joseph Savoie, the duly authorized University President (“President”); and BRYANT ROSS (“Coach”). The Board and Coach may be collectively referred to herein as the “parties” and each may be referred to individually as a “party.” This Contract is subject to the approval of the Board; therefore, the terms and conditions set forth in this Contract shall be considered a valid contract only upon execution by the parties and written approval by the Board.

WITNESSETH

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

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

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

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

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

- h. Promote the Football Program’s compliance with all applicable state and federal laws and University and Board policies concerning intercollegiate athletics, including, without limitation, Title IX of the Educational Amendments of 1972, 20 U.S.C. § 1681 *et seq.*, the Americans with Disabilities Act, 42 U.S.C. § 12101, *et seq.*, and all state and federal non-discrimination laws.
 - i. Adhere to and carry out other directives and responsibilities as may be given by the Head Football Coach and/or VPIA from time to time.
- 4. **Base Salary.** In consideration for the services of Coach and satisfactory performance of the conditions of this Contract, University agrees to pay Coach an annual base salary of One Hundred Twenty Thousand Dollars and NO/100 (\$120,000.00), payable in equal monthly installments of Ten Thousand Dollars and NO/100 (\$10,000.00) on the last day of each month. The compensation paid shall be subject to the same payroll deductions that apply to University’s non-academic administrative employees. All salary payments shall be subject to withholding and other applicable taxes. Coach shall receive all applicable State of Louisiana authorized general salary increases for which he is eligible. Any such increases are incorporated herein by reference to the same extent as if this Contract was amended to incorporate same.
- 5. **General Benefits.** Coach shall be entitled to standard fringe benefits that are provided to full-time employees generally on the same basis as offered University-wide. Employment benefits shall be calculated in accordance with state and federal guidelines.
- 6. **Additional Benefits.** University shall also provide or pay to Coach the following additional benefits:
 - a. **Football Tickets.** University shall provide Coach up to eight (8) tickets per home Football game for personal use.
 - b. **Automobile Benefits.** Either (i) use of an automobile by an automobile dealership or (ii) an annual automobile allowance in the amount of Three Thousand Dollars and NO/100 (\$3,000.00), paid in equal monthly installments of Two Hundred Fifty Dollars and NO/100 (\$250.00).
 - c. **Cellular Telephone Allowance.** A cellular telephone allowance of Eighty Dollars and NO/100 (\$80.00) per month.
 - d. **Relocation Costs.** Reimbursement of an amount totaling no more than ten percent (10%) of Coach’s annual salary for reasonable costs incurred for relocation, including travel costs for himself, his spouse, and his children incurred before his spouse and children relocate. In addition, University will make reasonable efforts to assist with temporary housing for up to fifteen (15) days. Any such reimbursement pursuant to this Section 6(d) shall be subject to any and all University policies, any applicable Board policies, and any applicable Foundation policies.
- 7. **Achievement Compensation.** University acknowledges Coach will contribute valuably to the occurrence of the Football Team’s achievements. In recognition of such contributions, University shall pay to Coach, through funds provided by the Foundation from its Unrestricted

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

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

8. Compliance with Law, Policy, and Regulations.

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

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

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

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

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

12. Termination by University.

a. Without Cause.

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

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

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

b. For Just Cause.

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

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

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

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

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

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

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

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

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

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

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

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

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

17. Morality Clauses.

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

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

19. Miscellaneous.

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

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

20. Notices. Any notice required herein shall be provided in writing and shall be delivered by personal delivery; a nationally-recognized overnight delivery service; or U.S. registered,

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

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

University Designee:

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

With copy to:

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

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

Coach:

Bryant Ross
201 Reinhardt Drive
Lafayette, LA 70506

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

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

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

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

Bryant Ross, Coach

DocuSigned by:
Joe Savoie

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DocuSigned by:
Bryant Ross

CD1BAF76D0AD43E...

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

2/1/2022

Date

1/27/2022

Date

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

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

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

STATE OF LOUISIANA

PARISH OF LAFAYETTE

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

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

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

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

Entered into this ____ day of _____, 2022.

DocuSigned by:
Joe Savoie 2/1/2022
1405E1487C93461...

Board of Supervisors of the Date
University of Louisiana System
By: Dr. E. Joseph Savoie

DocuSigned by:
Bryant Ross 1/27/2022
CD1BAF76D0AD43E...

Bryant Ross Date

DocuSigned by:
Thomas L. Kreamer, Jr. 1/29/2022
5F7A8CD7B799456...

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

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

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

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

ATHLETIC COMMITTEE

February 17, 2022

Item G.11. University of Louisiana at Lafayette's request for approval of a contract with Mr. Galen Scott, Assistant Football Coach/Inside Linebackers Coach, effective January 1, 2022.

EXECUTIVE SUMMARY

Under the proposed agreement effective through January 14, 2024, Coach's annual salary is \$165,000. In addition, the University may provide Coach with an annual automobile allowance of \$3,000 if a vehicle is not provided by a dealership and an annual cell phone allowance of \$960.

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

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

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

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

- 50% of the Base Salary amount to be paid under this Contract if such termination occurs within 120 days from the effective date of this Contract; or

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

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Lafayette's request for approval of a contract with Mr. Galen Scott, Assistant Football Coach/Inside Linebackers Coach, effective January 1, 2022.*



University of Louisiana at Lafayette

OFFICE OF THE PRESIDENT

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

Université des Acadiens

January 27, 2022

G.11.

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

Dear Dr. Henderson:

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

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

Sincerely,

A handwritten signature in blue ink, appearing to read "E. Savoie", with a large, stylized initial "E" and a flourish.

E. Joseph Savoie
President

svc

Attachment

**CONTRACT FOR EMPLOYMENT
ASSISTANT FOOTBALL COACH**

STATE OF LOUISIANA

PARISH OF LAFAYETTE

THIS CONTRACT FOR EMPLOYMENT (“Contract”) is made effective the 1st day of January, 2022 (“Effective Date”), by and between the BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM (“Board”), a public constitutional corporation organized and existing under the laws of the State of Louisiana, acting herein on behalf of the UNIVERSITY OF LOUISIANA AT LAFAYETTE (“University”), represented herein by Dr. E. Joseph Savoie, the duly authorized University President (“President”); and GALEN SCOTT (“Coach”). The Board and Coach may be collectively referred to herein as the “parties” and each may be referred to individually as a “party.” This Contract is subject to the approval of the Board; therefore, the terms and conditions set forth in this Contract shall be considered a valid contract only upon execution by the parties and written approval by the Board.

WITNESSETH

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

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

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

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

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

- h. Promote the Football Program's compliance with all applicable state and federal laws and University and Board policies concerning intercollegiate athletics, including, without limitation, Title IX of the Educational Amendments of 1972, 20 U.S.C. § 1681 *et seq.*, the Americans with Disabilities Act, 42 U.S.C. § 12101, *et seq.*, and all state and federal non-discrimination laws.
 - i. Adhere to and carry out other directives and responsibilities as may be given by the Head Football Coach and/or VP/IA from time to time.
- 4. **Base Salary.** In consideration for the services of Coach and satisfactory performance of the conditions of this Contract, University agrees to pay Coach an annual base salary of One Hundred Sixty-Five Thousand Dollars and NO/100 (\$165,000.00), payable in equal monthly installments of Thirteen Thousand Seven Hundred Fifty Dollars and NO/100 (\$13,750.00) on the last day of each month. The compensation paid shall be subject to the same payroll deductions that apply to University's non-academic administrative employees. All salary payments shall be subject to withholding and other applicable taxes. Coach shall receive all applicable State of Louisiana authorized general salary increases for which he is eligible. Any such increases are incorporated herein by reference to the same extent as if this Contract was amended to incorporate same.
- 5. **General Benefits.** Coach shall be entitled to standard fringe benefits that are provided to full-time employees generally on the same basis as offered University-wide. Employment benefits shall be calculated in accordance with state and federal guidelines.
- 6. **Additional Benefits.** University shall also provide or pay to Coach the following additional benefits:
 - a. **Football Tickets.** University shall provide Coach up to eight (8) tickets per home Football game for personal use.
 - b. **Automobile Benefits.** Either (i) use of an automobile by an automobile dealership or (ii) an annual automobile allowance in the amount of Three Thousand Dollars and NO/100 (\$3,000.00), paid in equal monthly installments of Two Hundred Fifty Dollars and NO/100 (\$250.00).
 - c. **Cellular Telephone Allowance.** A cellular telephone allowance of Eighty Dollars and NO/100 (\$80.00) per month.
- 7. **Achievement Compensation.** University acknowledges Coach will contribute valuably to the occurrence of the Football Team's achievements. In recognition of such contributions, University shall pay to Coach, through funds provided by the Foundation from its Unrestricted Athletic Foundation Accounts to be used at University's discretion in compliance with Foundation's exempt purpose, the following Achievement Compensation:
 - a. **Conference Achievement Compensation.** Coach shall receive an Achievement Compensation payment equal to the greater of:

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

8. Compliance with Law, Policy, and Regulations.

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

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

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

12. Termination by University.

a. Without Cause.

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

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

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

b. For Just Cause.

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

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

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

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

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

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

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

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

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

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

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

17. Morality Clauses.

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

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

19. Miscellaneous.

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

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

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

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

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

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

University Designee:

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

With copy to:

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

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

Coach:

Galen Scott
201 Reinhardt Drive
Lafayette, LA 70506

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

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

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

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

Galen Scott, Coach

DocuSigned by:
Joe Savoie

DocuSigned by:
Galen Scott

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

2/1/2022

Date

1/29/2022

Date

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

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

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

STATE OF LOUISIANA

PARISH OF LAFAYETTE

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

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

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

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

Entered into this ____ day of _____, 2022.

DocuSigned by:
Joe Savoie 2/1/2022
1405E1487C93461...

DocuSigned by:
Galen Scott 1/29/2022
4DFF44F667904CB...

Board of Supervisors of the Date
University of Louisiana System
By: Dr. E. Joseph Savoie

Galen Scott Date

DocuSigned by:
Thomas L. Kremer, Jr. 1/30/2022
5F7A8CD7B799456...

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

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

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

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

ATHLETIC COMMITTEE

February 17, 2022

Item G.12. University of Louisiana at Lafayette's request for approval of a contract with Mr. James C. Neighbors, Assistant Football Coach/Director of Athletic Performance for Football, effective January 10, 2022.

EXECUTIVE SUMMARY

Under the proposed agreement effective through January 14, 2024, Coach's annual salary is \$200,000. In addition, the University may provide Coach with an annual automobile allowance of \$3,000 if a vehicle is not provided by a dealership and an annual cell phone allowance of \$960.

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

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

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

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

- 50% of the Base Salary amount to be paid under this Contract if such termination occurs within 120 days from the effective date of this Contract; or

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

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Lafayette's request for approval of a contract with Mr. James C. Neighbors, Assistant Football Coach/Director of Athletic Performance for Football, effective January 10, 2022.*



University of Louisiana at Lafayette

OFFICE OF THE PRESIDENT

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

Université des Acadiens

January 27, 2022

G.12.

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

Dear Dr. Henderson:

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

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

Sincerely,

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

E. Joseph Savoie
President

svc

Attachment

**CONTRACT FOR EMPLOYMENT
ASSISTANT FOOTBALL COACH**

STATE OF LOUISIANA

PARISH OF LAFAYETTE

THIS CONTRACT FOR EMPLOYMENT (“Contract”) is made effective the 10th day of January, 2022 (“Effective Date”), by and between the BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM (“Board”), a public constitutional corporation organized and existing under the laws of the State of Louisiana, acting herein on behalf of the UNIVERSITY OF LOUISIANA AT LAFAYETTE (“University”), represented herein by Dr. E. Joseph Savoie, the duly authorized University President (“President”); and JAMES C. NEIGHBORS (“Coach”). The Board and Coach may be collectively referred to herein as the “parties” and each may be referred to individually as a “party.” This Contract is subject to the approval of the Board; therefore, the terms and conditions set forth in this Contract shall be considered a valid contract only upon execution by the parties and written approval by the Board.

WITNESSETH

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

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

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

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

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

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

8. Compliance with Law, Policy, and Regulations.

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

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

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

12. Termination by University.

a. Without Cause.

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

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

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

b. For Just Cause.

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

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

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

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

- c. For a period of one (1) year after the date of termination, Coach shall not contact or otherwise seek to recruit any high school junior or senior, or rising junior college athlete, who has officially visited University, unless any new institution employing Coach had contacted or recruited such athlete prior to Coach's acceptance of employment with such institution. The obligations created herein shall survive the termination of this Contract and shall continue in full force and effect.

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

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

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

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

System's Prohibiting Workplace Harassment and Discrimination Policy that Coach is aware of or has reasonable cause to believe is taking place or may have taken place.

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

17. Morality Clauses.

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

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

19. Miscellaneous.

- a. This Contract and all claims or disputes arising out of or relating to this Contract shall be exclusively governed by and interpreted in accordance with the laws of the State of Louisiana, without regard to conflicts of law principles.
- b. In the event that any dispute arises between the parties concerning any breach of this Contract, the party alleging a breach by the other must provide written notice to the other describing in detail the alleged breach and allow a sixty-day (60-day) period to cure such breach prior to initiating legal action.
- c. Coach shall be entitled to utilize the applicable University grievance procedure in place at the time in the event of a University decision which Coach reasonably believes has adversely affected the terms and/or conditions of Coach's employment, including a termination by University pursuant to Section 12(b) of this Contract. The procedure currently in place for this situation is the University's Grievance Procedure for Non-Faculty Unclassified Personnel (Policy Document VI)
- d. Any and all claims or disputes arising out of or relating to this Contract shall be brought in a court of competent jurisdiction located in the Parish of Lafayette, State of Louisiana. The prevailing party in any judicial determination shall be entitled to recover attorney's fees in addition to any other relief awarded by the Court.
- e. If any term or condition of this Contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given

effect without the invalid term, condition, or application; to this end the terms and conditions of this Contract are declared severable.

- f. Coach agrees as a condition of his employment to abide by the Drug Free Workplace Act of 1988 and to notify University's Office of Human Resources of any criminal drug conviction for a violation occurring in the workplace as soon as he is made aware of the conviction, but in any event no later than five (5) days after such conviction. (Note this is a requirement of federal law for all institutions receiving federal funds.)
 - g. University may cancel this Contract at any time upon thirty (30) days' notice without further obligation due to lack of funding, or a determination by its governing board to eliminate the athletics program for lack of funds, or a decision to discontinue the athletics program made in accordance with University policy and procedures.
 - h. Coach shall be responsible for any and all income tax liabilities, interest, and/or penalties related to any benefits he receives pursuant to this Contract.
 - i. The parties agree and understand the terms of this Contract are subject to its recommendation by President and contingent upon approval of Board.
 - j. This Contract contains the entire agreement between the parties with respect to the subject of this Contract and contains all of the terms and conditions agreed upon with respect to the subject of this Contract, and no other agreements, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind the parties; it being the intent of the parties that neither shall be bound by any term, condition, or representations not herein written.
 - k. No delay or failure to enforce any provision of this Contract by University shall constitute a waiver or limitation of rights enforceable under this Contract.
 - l. This Contract may be executed in one or more counterparts, each of which individually shall be deemed original but all of which together shall constitute one and the same document. An electronic (e.g., Portable Document Format or PDF) copy of the original signature of the representative of a party shall have the same validity as an original signature for the purpose of this Contract. In accordance with La. R.S. § 9:2605B(1) and (2), the parties hereto each agree that this transaction may be conducted by electronic means; and electronic signatures of the parties to this Contract shall be acceptable and satisfactory for all legal purposes, as authorized by the Louisiana Uniform Electronic Transactions Act, La. R.S. § 9:2601 through 9:2621.
- 20. Notices.** Any notice required herein shall be provided in writing and shall be delivered by personal delivery; a nationally-recognized overnight delivery service; or U.S. registered, certified, or first-class mail to such party. Any such notice shall be deemed to have been given either at the time of personal delivery; the day after it is transmitted to a nationally-recognized overnight delivery service; or in the case of mail, as of three (3) days after it is mailed.

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

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

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

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

Coach:
James C. Neighbors
201 Reinhardt Drive
Lafayette, LA 70506

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

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

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

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

James C. Neighbors, Coach

DocuSigned by:
Joe Savoie
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DocuSigned by:
James C. Neighbors
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By: Dr. E. Joseph Savoie
President, University of Louisiana
at Lafayette

2/1/2022
Date

1/27/2022
Date

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

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

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

STATE OF LOUISIANA

PARISH OF LAFAYETTE

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

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

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

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

Entered into this ____ day of _____, 2022.

DocuSigned by:
Joe Savoie 2/1/2022
1405E1487C93461...

Board of Supervisors of the Date
University of Louisiana System
By: Dr. E. Joseph Savoie

DocuSigned by:
James C. Neighbors 1/27/2022
5528FB1B13AB472...

James C. Neighbors Date

DocuSigned by:
Thomas L. Kreamer, Jr. 1/29/2022
5F7A8CD7B799456...

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

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

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

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

ATHLETIC COMMITTEE

February 17, 2022

Item G.13. University of Louisiana at Lafayette's request for approval of a contract with Mr. Jeffrey Burris, Assistant Football Coach/Cornerbacks Coach, effective January 1, 2022.

EXECUTIVE SUMMARY

Under the proposed agreement effective through January 14, 2024, Coach's annual salary is \$165,000. In addition, the University may provide Coach with an annual automobile allowance of \$3,000 if a vehicle is not provided by a dealership and an annual cell phone allowance of \$960.

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

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

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

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

- 50% of the Base Salary amount to be paid under this Contract if such termination occurs within 120 days from the effective date of this Contract; or

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

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Lafayette's request for approval of a contract with Mr. Jeffrey Burris, Assistant Football Coach/Cornerbacks Coach, effective January 1, 2022.*



University of Louisiana at Lafayette

OFFICE OF THE PRESIDENT

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

Université des Acadiens

January 27, 2022

G.13.

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

Dear Dr. Henderson:

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

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

Sincerely,

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

E. Joseph Savoie
President

svc

Attachment

**CONTRACT FOR EMPLOYMENT
ASSISTANT FOOTBALL COACH**

STATE OF LOUISIANA

PARISH OF LAFAYETTE

THIS CONTRACT FOR EMPLOYMENT (“Contract”) is made effective the 1st day of January, 2022 (“Effective Date”), by and between the BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM (“Board”), a public constitutional corporation organized and existing under the laws of the State of Louisiana, acting herein on behalf of the UNIVERSITY OF LOUISIANA AT LAFAYETTE (“University”), represented herein by Dr. E. Joseph Savoie, the duly authorized University President (“President”); and JEFFREY BURRIS (“Coach”). The Board and Coach may be collectively referred to herein as the “parties” and each may be referred to individually as a “party.” This Contract is subject to the approval of the Board; therefore, the terms and conditions set forth in this Contract shall be considered a valid contract only upon execution by the parties and written approval by the Board.

WITNESSETH

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

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

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

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

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

- h. Promote the Football Program’s compliance with all applicable state and federal laws and University and Board policies concerning intercollegiate athletics, including, without limitation, Title IX of the Educational Amendments of 1972, 20 U.S.C. § 1681 *et seq.*, the Americans with Disabilities Act, 42 U.S.C. § 12101, *et seq.*, and all state and federal non-discrimination laws.
 - i. Adhere to and carry out other directives and responsibilities as may be given by the Head Football Coach and/or VPIA from time to time.
- 4. **Base Salary.** In consideration for the services of Coach and satisfactory performance of the conditions of this Contract, University agrees to pay Coach an annual base salary of One Hundred Sixty-Five Thousand Dollars and NO/100 (\$165,000.00), payable in equal monthly installments of Thirteen Thousand Seven Hundred Fifty Dollars and NO/100 (\$13,750.00) on the last day of each month. The compensation paid shall be subject to the same payroll deductions that apply to University’s non-academic administrative employees. All salary payments shall be subject to withholding and other applicable taxes. Coach shall receive all applicable State of Louisiana authorized general salary increases for which he is eligible. Any such increases are incorporated herein by reference to the same extent as if this Contract was amended to incorporate same.
- 5. **General Benefits.** Coach shall be entitled to standard fringe benefits that are provided to full-time employees generally on the same basis as offered University-wide. Employment benefits shall be calculated in accordance with state and federal guidelines.
- 6. **Additional Benefits.** University shall also provide or pay to Coach the following additional benefits:
 - a. **Football Tickets.** University shall provide Coach up to eight (8) tickets per home Football game for personal use.
 - b. **Automobile Benefits.** Either (i) use of an automobile by an automobile dealership or (ii) an annual automobile allowance in the amount of Three Thousand Dollars and NO/100 (\$3,000.00), paid in equal monthly installments of Two Hundred Fifty Dollars and NO/100 (\$250.00).
 - c. **Cellular Telephone Allowance.** A cellular telephone allowance of Eighty Dollars and NO/100 (\$80.00) per month.
- 7. **Achievement Compensation.** University acknowledges Coach will contribute valuably to the occurrence of the Football Team’s achievements. In recognition of such contributions, University shall pay to Coach, through funds provided by the Foundation from its Unrestricted Athletic Foundation Accounts to be used at University’s discretion in compliance with Foundation’s exempt purpose, the following Achievement Compensation:
 - a. **Conference Achievement Compensation.** Coach shall receive an Achievement Compensation payment equal to the greater of:

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

8. Compliance with Law, Policy, and Regulations.

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

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

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

12. Termination by University.

a. Without Cause.

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

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

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

b. For Just Cause.

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

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

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

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

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

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

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

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

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

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

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

17. Morality Clauses.

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

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

19. Miscellaneous.

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

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

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

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

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

University Designee:

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

With copy to:

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

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

Coach:

Jeffrey Burris
201 Reinhardt Drive
Lafayette, LA 70506

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

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

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

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

Jeffrey Burris, Coach

DocuSigned by:
Joe Savoie
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DocuSigned by:
Jeffrey Burris
5A5AB6954BC1459...

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

2/1/2022
Date

1/26/2022
Date

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

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

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

STATE OF LOUISIANA

PARISH OF LAFAYETTE

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

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

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

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

Entered into this ____ day of _____, 2022.

DocuSigned by:
Joe Savoie 2/1/2022
1405E1487C93461...

Board of Supervisors of the
University of Louisiana System
By: Dr. E. Joseph Savoie

Date

DocuSigned by:
Jeffrey Burris 1/26/2022
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Jeffrey Burris Date

DocuSigned by:
Thomas L. Kremer, Jr. 1/29/2022
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University of Louisiana at Lafayette
Foundation
By: Thomas L. Kremer, Jr., Chairman

Date

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

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

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

ATHLETIC COMMITTEE

February 17, 2022

Item G.14. University of Louisiana at Lafayette's request for approval of a contract with Mr. Jorge Munoz, Associate Head Football Coach/Tight Ends Coach, effective January 10, 2022.

EXECUTIVE SUMMARY

Under the proposed agreement effective through January 14, 2024, Coach's annual salary is \$200,000. In addition, the University may provide Coach with an annual automobile allowance of \$3,000 if a vehicle is not provided by a dealership and an annual cell phone allowance of \$960, and reimbursement of an amount totaling no more than ten percent (10%) of Coach's annual salary for reasonable costs incurred for relocation.

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

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

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

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

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

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Lafayette's request for approval of a contract with Mr. Jorge Munoz, Associate Head Football Coach/Tight Ends Coach, effective January 10, 2022.*



University of Louisiana at Lafayette

OFFICE OF THE PRESIDENT

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

Université des Acadiens

January 27, 2022

G.14.

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

Dear Dr. Henderson:

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

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

Sincerely,

A handwritten signature in blue ink, appearing to read "E. Savoie", with a large, stylized flourish.

E. Joseph Savoie
President

svc

Attachment

**CONTRACT FOR EMPLOYMENT
ASSOCIATE HEAD FOOTBALL COACH**

STATE OF LOUISIANA

PARISH OF LAFAYETTE

THIS CONTRACT FOR EMPLOYMENT (“Contract”) is made effective the 10th day of January, 2022 (“Effective Date”), by and between the BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM (“Board”), a public constitutional corporation organized and existing under the laws of the State of Louisiana, acting herein on behalf of the UNIVERSITY OF LOUISIANA AT LAFAYETTE (“University”), represented herein by Dr. E. Joseph Savoie, the duly authorized University President (“President”); and JORGE MUNOZ (“Coach”). The Board and Coach may be collectively referred to herein as the “parties” and each may be referred to individually as a “party.” This Contract is subject to the approval of the Board; therefore, the terms and conditions set forth in this Contract shall be considered a valid contract only upon execution by the parties and written approval by the Board.

WITNESSETH

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

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

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

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

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

- h. Promote the Football Program’s compliance with all applicable state and federal laws and University and Board policies concerning intercollegiate athletics, including, without limitation, Title IX of the Educational Amendments of 1972, 20 U.S.C. § 1681 *et seq.*, the Americans with Disabilities Act, 42 U.S.C. § 12101, *et seq.*, and all state and federal non-discrimination laws.
 - i. Adhere to and carry out other directives and responsibilities as may be given by the Head Football Coach and/or VPIA from time to time.
- 4. Base Salary.** In consideration for the services of Coach and satisfactory performance of the conditions of this Contract, University agrees to pay Coach an annual base salary of Two Hundred Thousand Dollars and NO/100 (\$200,000.00), payable in equal monthly installments of Sixteen Thousand Six Hundred Sixty-Six Dollars and 67/100 (\$16,666.67) on the last day of each month. The compensation paid shall be subject to the same payroll deductions that apply to University’s non-academic administrative employees. All salary payments shall be subject to withholding and other applicable taxes. Coach shall receive all applicable State of Louisiana authorized general salary increases for which he is eligible. Any such increases are incorporated herein by reference to the same extent as if this Contract was amended to incorporate same.
- 5. General Benefits.** Coach shall be entitled to standard fringe benefits that are provided to full-time employees generally on the same basis as offered University-wide. Employment benefits shall be calculated in accordance with state and federal guidelines.
- 6. Additional Benefits.** University shall also provide or pay to Coach the following additional benefits:
- a. **Football Tickets.** University shall provide Coach up to eight (8) tickets per home Football game for personal use.
 - b. **Automobile Benefits.** Either (i) use of an automobile by an automobile dealership or (ii) an annual automobile allowance in the amount of Three Thousand Dollars and NO/100 (\$3,000.00), paid in equal monthly installments of Two Hundred Fifty Dollars and NO/100 (\$250.00).
 - c. **Cellular Telephone Allowance.** A cellular telephone allowance of Eighty Dollars and NO/100 (\$80.00) per month.
 - d. **Relocation Costs.** Reimbursement of an amount totaling no more than ten percent (10%) of Coach’s annual salary for reasonable costs incurred for relocation, including travel costs for himself, his spouse, and his children incurred before his spouse and children relocate. In addition, University will make reasonable efforts to assist with temporary housing for up to fifteen (15) days. Any such reimbursement pursuant to this Section 6(d) shall be subject to any and all University policies, any applicable Board policies, and any applicable Foundation policies.
- 7. Achievement Compensation.** University acknowledges Coach will contribute valuably to the occurrence of the Football Team’s achievements. In recognition of such contributions, University shall pay to Coach, through funds provided by the Foundation from its Unrestricted

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

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

8. Compliance with Law, Policy, and Regulations.

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

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

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

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

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

12. Termination by University.

a. Without Cause.

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

changes in his Gross Compensation within fourteen (14) days of such change, including receipt of any additional compensation in the form of bonuses, raises, etc. Coach shall provide University with a copy of his W-2, 1099, or other verifiable documentation of his income, which, for any given year, shall be provided no later than February 15th of the following year. If Coach breaches any and/or all of these obligations, University shall, within thirty (30) days of knowledge of such breach, provide Coach with written demand to cure such breach within ten (10) days and to provide documentary proof of exigent circumstances which clearly demonstrates a reasonable excuse for such breach. If Coach fails to do so, University's obligation pursuant to Section 12(a)(i) shall cease.

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

b. For Just Cause.

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

adversely upon University or presents a conflict of interest between University and any Football Program member, provided Coach knew or reasonably should have known of such violation;

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

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

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

Effective Date of this Contract and prior to the latter of the Football Program's last Conference game or Conference championship game of the 2023 football season.

- c. If Coach terminates this Contract due to accepting employment at another institution as an offensive coordinator with primary play calling duties or as a head coach, Section 13 (b)(i-ii) shall not be applicable and shall herein be waived. Additionally, Coach shall not owe liquidated damages if Michael Desormeaux is no longer the Head Coach.
- d. For a period of one (1) year after the date of termination, Coach shall not contact or otherwise seek to recruit any high school junior or senior, or rising junior college athlete, who has officially visited University, unless any new institution employing Coach had contacted or recruited such athlete prior to Coach's acceptance of employment with such institution. The obligations created herein shall survive the termination of this Contract and shall continue in full force and effect.

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

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

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

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

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

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

17. Morality Clauses.

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

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

19. Miscellaneous.

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

currently in place for this situation is the University's Grievance Procedure for Non-Faculty Unclassified Personnel (Policy Document VI)

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

20. Notices. Any notice required herein shall be provided in writing and shall be delivered by personal delivery; a nationally-recognized overnight delivery service; or U.S. registered, certified, or first-class mail to such party. Any such notice shall be deemed to have been given either at the time of personal delivery; the day after it is transmitted to a nationally-recognized overnight delivery service; or in the case of mail, as of three (3) days after it is mailed.

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

University Designee:

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

With copy to:

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

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

Coach:

Jorge Munoz
201 Reinhardt Drive
Lafayette, LA 70506

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

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

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

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

Jorge Munoz, Coach

DocuSigned by:
Joe Savoie
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DocuSigned by:
Jorge Munoz
06CDDC4BBBF04DA...

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

2/4/2022
Date

2/1/2022
Date

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

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

**ANCILLARY AGREEMENT TO
CONTRACT FOR EMPLOYMENT
ASSOCIATE HEAD FOOTBALL COACH**

STATE OF LOUISIANA

PARISH OF LAFAYETTE

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

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

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

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

Entered into this ____ day of _____, 2022.

DocuSigned by:
Joe Savoie 2/4/2022
1405E1487C93461...

Board of Supervisors of the Date
University of Louisiana System
By: Dr. E. Joseph Savoie

DocuSigned by:
Jorge Munoz 2/1/2022
06CDDC4BBBF04DA...

Jorge Munoz Date

DocuSigned by:
Thomas L. Kreamer, Jr. 2/4/2022
5F7A8CD7B799456...

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

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

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

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

ATHLETIC COMMITTEE

February 17, 2022

Item G.15. University of Louisiana at Lafayette's request for approval of a contract with Mr. LaMar Morgan, Assistant Football Coach/Defensive Coordinator and Safeties Coach, effective January 10, 2022.

EXECUTIVE SUMMARY

Under the proposed agreement effective through January 14, 2024, Coach's annual salary is \$375,000. In addition, the University may provide Coach with an annual automobile allowance of \$3,000 if a vehicle is not provided by a dealership and an annual cell phone allowance of \$960, and reimbursement of an amount totaling no more than ten percent (10%) of Coach's annual salary for reasonable costs incurred for relocation.

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

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

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

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

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

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Lafayette's request for approval of a contract with Mr. LaMar Morgan, Assistant Football Coach/Defensive Coordinator and Safeties Coach, effective January 10, 2022.*



University of Louisiana at Lafayette

OFFICE OF THE PRESIDENT

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

Université des Acadiens

January 27, 2022

G.15.

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

Dear Dr. Henderson:

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

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

Sincerely,

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

E. Joseph Savoie
President

svc

Attachment

**CONTRACT FOR EMPLOYMENT
ASSISTANT FOOTBALL COACH**

STATE OF LOUISIANA

PARISH OF LAFAYETTE

THIS CONTRACT FOR EMPLOYMENT (“Contract”) is made effective the 10th day of January, 2022 (“Effective Date”), by and between the BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM (“Board”), a public constitutional corporation organized and existing under the laws of the State of Louisiana, acting herein on behalf of the UNIVERSITY OF LOUISIANA AT LAFAYETTE (“University”), represented herein by Dr. E. Joseph Savoie, the duly authorized University President (“President”); and LAMAR MORGAN (“Coach”). The Board and Coach may be collectively referred to herein as the “parties” and each may be referred to individually as a “party.” This Contract is subject to the approval of the Board; therefore, the terms and conditions set forth in this Contract shall be considered a valid contract only upon execution by the parties and written approval by the Board.

WITNESSETH

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

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

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

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

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

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

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

8. Compliance with Law, Policy, and Regulations.

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

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

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

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

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

12. Termination by University.

a. Without Cause.

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

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

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

b. For Just Cause.

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

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

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

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

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

Contract and prior to the latter of the Football Program's last Conference game or Conference championship game of the 2023 football season.

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

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

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

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

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

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

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

17. Morality Clauses.

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

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

19. Miscellaneous.

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

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

20. Notices. Any notice required herein shall be provided in writing and shall be delivered by personal delivery; a nationally-recognized overnight delivery service; or U.S. registered,

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

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

University Designee:

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

With copy to:

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

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

Coach:

LaMar Morgan
201 Reinhardt Drive
Lafayette, LA 70506

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

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

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

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

LaMar Morgan, Coach

DocuSigned by:
Joe Savoie
1405E1487C93461...

DocuSigned by:
LaMar Morgan
8BCADB9D1EAE427...

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

2/8/2022
Date

2/4/2022
Date

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

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

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

STATE OF LOUISIANA

PARISH OF LAFAYETTE

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

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

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

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

Entered into this ____ day of _____, 2022.

DocuSigned by:
Joe Savoie 2/8/2022
1405E1487C93461...

DocuSigned by:
LaMar Morgan 2/4/2022
8BCADB9D1EAE427...

Board of Supervisors of the
University of Louisiana System
By: Dr. E. Joseph Savoie

LaMar Morgan Date

DocuSigned by:
Thomas L. Kremer, Jr. 2/7/2022
5F7A8CD7B799456...

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

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

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

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

ATHLETIC COMMITTEE

February 17, 2022

Item G.16. University of Louisiana at Lafayette's request for approval of a contract with Mr. Matthew Bergeron, Assistant Football Coach/Running Backs Coach, effective January 10, 2022.

EXECUTIVE SUMMARY

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

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

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

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

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

- 50% of the Base Salary amount to be paid under this Contract if such termination occurs within 120 days from the effective date of this Contract; or

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

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Lafayette's request for approval of a contract with Mr. Matthew Bergeron, Assistant Football Coach/Running Backs Coach, effective January 10, 2022.*



University of Louisiana at Lafayette

OFFICE OF THE PRESIDENT

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

Université des Acadiens

January 27, 2022

G.16.

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

Dear Dr. Henderson:

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

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

Sincerely,

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

E. Joseph Savoie
President

svc

Attachment

**CONTRACT FOR EMPLOYMENT
ASSISTANT FOOTBALL COACH**

STATE OF LOUISIANA

PARISH OF LAFAYETTE

THIS CONTRACT FOR EMPLOYMENT (“Contract”) is made effective the 10th day of January, 2022 (“Effective Date”), by and between the BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM (“Board”), a public constitutional corporation organized and existing under the laws of the State of Louisiana, acting herein on behalf of the UNIVERSITY OF LOUISIANA AT LAFAYETTE (“University”), represented herein by Dr. E. Joseph Savoie, the duly authorized University President (“President”); and MATTHEW BERGERON (“Coach”). The Board and Coach may be collectively referred to herein as the “parties” and each may be referred to individually as a “party.” This Contract is subject to the approval of the Board; therefore, the terms and conditions set forth in this Contract shall be considered a valid contract only upon execution by the parties and written approval by the Board.

WITNESSETH

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

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

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

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

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

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

8. Compliance with Law, Policy, and Regulations.

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

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

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

12. Termination by University.

a. Without Cause.

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

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

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

b. For Just Cause.

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

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

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

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

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

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

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

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

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

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

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

17. Morality Clauses.

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

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

19. Miscellaneous.

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

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

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

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

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

University Designee:

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

With copy to:

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

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

Coach:

Matthew Bergeron
201 Reinhardt Drive
Lafayette, LA 70506

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

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

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

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

Matthew Bergeron, Coach

DocuSigned by:
Joe Savoie

DocuSigned by:
Matthew Bergeron

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

2/1/2022

Date

1/28/2022

Date

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

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

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

STATE OF LOUISIANA

PARISH OF LAFAYETTE

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

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

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

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

Entered into this ____ day of _____, 2022.

DocuSigned by:
Joe Savoie 2/1/2022
1405E1487C93461...

DocuSigned by:
Matthew Bergeron 1/28/2022
8325052E77214FF...

Board of Supervisors of the Date
University of Louisiana System
By: Dr. E. Joseph Savoie

Matthew Bergeron Date

DocuSigned by:
Thomas L. Kreamer, Jr. 1/29/2022
5F7A8CD7B799456...

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

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

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

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

ATHLETIC COMMITTEE

February 17, 2022

Item G.17. University of Louisiana at Lafayette's request for approval of a contract with Mr. Tim Leger, Assistant Football Coach/Offensive Coordinator and Receivers Coach, effective January 1, 2022.

EXECUTIVE SUMMARY

Under the proposed agreement effective through January 14, 2024, Coach's annual salary is \$300,000. In addition, the University may provide Coach with an annual automobile allowance of \$3,000 if a vehicle is not provided by a dealership and an annual cell phone allowance of \$960.

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

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

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

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

- 50% of the Base Salary amount to be paid under this Contract if such termination occurs within 120 days from the effective date of this Contract; or

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

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Lafayette's request for approval of a contract with Mr. Tim Leger, Assistant Football Coach/Offensive Coordinator and Receivers Coach, effective January 1, 2022.*



University of Louisiana at Lafayette

OFFICE OF THE PRESIDENT

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

Université des Acadiens

January 27, 2022

G.17.

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

Dear Dr. Henderson:

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

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

Sincerely,

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

E. Joseph Savoie
President

svc

Attachment

**CONTRACT FOR EMPLOYMENT
ASSISTANT FOOTBALL COACH**

STATE OF LOUISIANA

PARISH OF LAFAYETTE

THIS CONTRACT FOR EMPLOYMENT (“Contract”) is made effective the 1st day of January, 2022 (“Effective Date”), by and between the BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM (“Board”), a public constitutional corporation organized and existing under the laws of the State of Louisiana, acting herein on behalf of the UNIVERSITY OF LOUISIANA AT LAFAYETTE (“University”), represented herein by Dr. E. Joseph Savoie, the duly authorized University President (“President”); and TIM LEGER (“Coach”). The Board and Coach may be collectively referred to herein as the “parties” and each may be referred to individually as a “party.” This Contract is subject to the approval of the Board; therefore, the terms and conditions set forth in this Contract shall be considered a valid contract only upon execution by the parties and written approval by the Board.

WITNESSETH

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

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

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

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

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

- h. Promote the Football Program's compliance with all applicable state and federal laws and University and Board policies concerning intercollegiate athletics, including, without limitation, Title IX of the Educational Amendments of 1972, 20 U.S.C. § 1681 *et seq.*, the Americans with Disabilities Act, 42 U.S.C. § 12101, *et seq.*, and all state and federal non-discrimination laws.
 - i. Adhere to and carry out other directives and responsibilities as may be given by the Head Football Coach and/or VPIA from time to time.
- 4. **Base Salary.** In consideration for the services of Coach and satisfactory performance of the conditions of this Contract, University agrees to pay Coach an annual base salary of Three Hundred Thousand Dollars and NO/100 (\$300,000.00), payable in equal monthly installments of Twenty Five Thousand Dollars and NO/100 (\$25,000.00) on the last day of each month. The compensation paid shall be subject to the same payroll deductions that apply to University's non-academic administrative employees. All salary payments shall be subject to withholding and other applicable taxes. Coach shall receive all applicable State of Louisiana authorized general salary increases for which he is eligible. Any such increases are incorporated herein by reference to the same extent as if this Contract was amended to incorporate same.
- 5. **General Benefits.** Coach shall be entitled to standard fringe benefits that are provided to full-time employees generally on the same basis as offered University-wide. Employment benefits shall be calculated in accordance with state and federal guidelines.
- 6. **Additional Benefits.** University shall also provide or pay to Coach the following additional benefits:
 - a. **Football Tickets.** University shall provide Coach up to eight (8) tickets per home Football game for personal use.
 - b. **Automobile Benefits.** Either (i) use of an automobile by an automobile dealership or (ii) an annual automobile allowance in the amount of Three Thousand Dollars and NO/100 (\$3,000.00), paid in equal monthly installments of Two Hundred Fifty Dollars and NO/100 (\$250.00).
 - c. **Cellular Telephone Allowance.** A cellular telephone allowance of Eighty Dollars and NO/100 (\$80.00) per month.
- 7. **Achievement Compensation.** University acknowledges Coach will contribute valuably to the occurrence of the Football Team's achievements. In recognition of such contributions, University shall pay to Coach, through funds provided by the Foundation from its Unrestricted Athletic Foundation Accounts to be used at University's discretion in compliance with Foundation's exempt purpose, the following Achievement Compensation:
 - a. **Conference Achievement Compensation.** Coach shall receive an Achievement Compensation payment equal to the greater of:

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

8. Compliance with Law, Policy, and Regulations.

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

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

- b. Pursuant to NCAA Bylaw 11.2.1, Coach understands that he has an affirmative obligation to cooperate fully in the infractions process, including the investigation and adjudication of a case (see NCAA Bylaw 19.2.3 for examples of full cooperation). Coach hereby stipulates that if he is found to be in violation of NCAA regulations, he shall be subject to disciplinary or corrective action as set forth in the NCAA infractions process (see NCAA Bylaw 19), including suspension without pay, or in the event of a Level 1 or Level 2 violation, possible termination of employment.

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

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

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

12. Termination by University.

a. Without Cause.

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

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

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

b. For Just Cause.

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

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

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

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

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

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

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

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

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

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

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

17. Morality Clauses.

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

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

19. Miscellaneous.

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

- e. If any term or condition of this Contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Contract are declared severable.
 - f. Coach agrees as a condition of his employment to abide by the Drug Free Workplace Act of 1988 and to notify University's Office of Human Resources of any criminal drug conviction for a violation occurring in the workplace as soon as he is made aware of the conviction, but in any event no later than five (5) days after such conviction. (Note this is a requirement of federal law for all institutions receiving federal funds.)
 - g. University may cancel this Contract at any time upon thirty (30) days' notice without further obligation due to lack of funding, or a determination by its governing board to eliminate the athletics program for lack of funds, or a decision to discontinue the athletics program made in accordance with University policy and procedures.
 - h. Coach shall be responsible for any and all income tax liabilities, interest, and/or penalties related to any benefits he receives pursuant to this Contract.
 - i. The parties agree and understand the terms of this Contract are subject to its recommendation by President and contingent upon approval of Board.
 - j. This Contract contains the entire agreement between the parties with respect to the subject of this Contract and contains all of the terms and conditions agreed upon with respect to the subject of this Contract, and no other agreements, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind the parties; it being the intent of the parties that neither shall be bound by any term, condition, or representations not herein written.
 - k. No delay or failure to enforce any provision of this Contract by University shall constitute a waiver or limitation of rights enforceable under this Contract.
 - l. This Contract may be executed in one or more counterparts, each of which individually shall be deemed original but all of which together shall constitute one and the same document. An electronic (e.g., Portable Document Format or PDF) copy of the original signature of the representative of a party shall have the same validity as an original signature for the purpose of this Contract. In accordance with La. R.S. § 9:2605B(1) and (2), the parties hereto each agree that this transaction may be conducted by electronic means; and electronic signatures of the parties to this Contract shall be acceptable and satisfactory for all legal purposes, as authorized by the Louisiana Uniform Electronic Transactions Act, La. R.S. § 9:2601 through 9:2621.
- 20. Notices.** Any notice required herein shall be provided in writing and shall be delivered by personal delivery; a nationally-recognized overnight delivery service; or U.S. registered, certified, or first-class mail to such party. Any such notice shall be deemed to have been given either at the time of personal delivery; the day after it is transmitted to a nationally-recognized overnight delivery service; or in the case of mail, as of three (3) days after it is mailed.

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

University Designee:

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

With copy to:

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

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

Coach:

Tim Leger
201 Reinhardt Drive
Lafayette, LA 70506

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

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

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

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

Tim Leger, Coach

DocuSigned by:
Joe Savoie

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DocuSigned by:
Tim Leger

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

2/1/2022

Date

1/26/2022

Date

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

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

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

STATE OF LOUISIANA

PARISH OF LAFAYETTE

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

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

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

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

Entered into this ____ day of _____, 2022.

DocuSigned by:
Joe Savoie 2/1/2022
1405E1487C93461...

Board of Supervisors of the Date
University of Louisiana System
By: Dr. E. Joseph Savoie

DocuSigned by:
[Signature] 1/26/2022
9C67A29FE0FA4A7...

Tim Leger Date

DocuSigned by:
Thomas L. Kreamer, Jr. 1/29/2022
5F7A8CD7B799456...

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

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

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

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

ATHLETIC COMMITTEE

February 17, 2022

Item G.18. University of Louisiana at Lafayette's request for approval of a contract with Mr. Troy Wingerter, Chief of Staff of the University's Football Program, effective January 1, 2022.

EXECUTIVE SUMMARY

Under the proposed agreement effective through January 14, 2024, Mr. Wingerter's annual salary is \$150,000. In addition, the University may provide him with an annual automobile allowance of \$3,000 if a vehicle is not provided by a dealership and an annual cell phone allowance of \$960.

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

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

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

If Mr. Wingerter terminates the contract, he shall pay to Foundation:

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

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Lafayette's request for approval of a contract with Mr. Troy Wingerter, Chief of Staff of the University's Football Program, effective January 1, 2022.*



University of Louisiana at Lafayette

OFFICE OF THE PRESIDENT

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

Université des Acadiens

January 27, 2022

G.18.

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

Dear Dr. Henderson:

This is to request approval of the attached contract between the University of Louisiana at Lafayette and Mr. Troy Wingerter, Chief of Staff of Football Program.

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

Sincerely,

A handwritten signature in blue ink, appearing to read "E. Savoie", with a large, stylized flourish.

E. Joseph Savoie
President

svc

Attachment

**CONTRACT FOR EMPLOYMENT
CHIEF OF STAFF**

**STATE OF LOUISIANA
PARISH OF LAFAYETTE**

THIS CONTRACT FOR EMPLOYMENT (“Contract”) is made effective the 1st day of January, 2022 (“Effective Date”), by and between the BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM (“Board”), a public constitutional corporation organized and existing under the laws of the State of Louisiana, acting herein on behalf of the UNIVERSITY OF LOUISIANA AT LAFAYETTE (“University”), represented herein by Dr. E. Joseph Savoie, the duly authorized University President (“President”); and TROY WINGERTER (“Wingerter”). The Board and Wingerter may be collectively referred to herein as the “parties” and each may be referred to individually as a “party.” This Contract is subject to the approval of the Board; therefore, the terms and conditions set forth in this Contract shall be considered a valid contract only upon execution by the parties and written approval by the Board.

WITNESSETH

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

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

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

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

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

without limitation, Title IX of the Educational Amendments of 1972, 20 U.S.C. § 1681 *et seq.*, the Americans with Disabilities Act, 42 U.S.C. § 12101, *et seq.*, and all state and federal non-discrimination laws.

- i. Adhere to and carry out other directives and responsibilities as may be given by the Head Football Coach and/or VPIA from time to time.
4. **Base Salary**. In consideration for the services of Wingerter and satisfactory performance of the conditions of this Contract, University agrees to pay Wingerter an annual base salary of One Hundred Fifty Thousand Dollars and NO/100 (\$150,000.00), payable in equal monthly installments of Twelve Thousand Five Hundred Dollars and NO/100 (\$12,500.00) on the last day of each month. The compensation paid shall be subject to the same payroll deductions that apply to University's non-academic administrative employees. All salary payments shall be subject to withholding and other applicable taxes. Wingerter shall receive all applicable State of Louisiana authorized general salary increases for which he is eligible. Any such increases are incorporated herein by reference to the same extent as if this Contract was amended to incorporate same.
5. **General Benefits**. Wingerter shall be entitled to standard fringe benefits that are provided to full-time employees generally on the same basis as offered University-wide. Employment benefits shall be calculated in accordance with state and federal guidelines.
6. **Additional Benefits**. University shall also provide or pay to Wingerter the following additional benefits:
 - a. **Football Tickets**. University shall provide Wingerter up to eight (8) tickets per home Football game for personal use.
 - b. **Automobile Benefits**. Either (i) use of an automobile by an automobile dealership or (ii) an annual automobile allowance in the amount of Three Thousand Dollars and NO/100 (\$3,000.00), paid in equal monthly installments of Two Hundred Fifty Dollars and NO/100 (\$250.00).
 - c. **Cellular Telephone Allowance**. A cellular telephone allowance of Eighty Dollars and NO/100 (\$80.00) per month.
7. **Achievement Compensation**. University acknowledges Wingerter will contribute valuably to the occurrence of the Football Team's achievements. In recognition of such contributions, University shall pay to Wingerter, through funds provided by the Foundation from its Unrestricted Athletic Foundation Accounts to be used at University's discretion in compliance with Foundation's exempt purpose, the following Achievement Compensation:
 - a. **Conference Achievement Compensation**. Wingerter shall receive an Achievement Compensation payment equal to the greater of:
 - i. An amount equal to seven-and-a-half percent (7.5%) of one (1) monthly installment of Wingerter's base salary if Football Team wins its Conference division; or

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

8. Compliance with Law, Policy, and Regulations.

- a. Wingerter agrees to provide his services consistent with the terms and conditions of this Contract, the laws of the United States of America, and any applicable state law including the Louisiana Code of Governmental Ethics; the policies, guidelines, and requirements of University and the Board; and the constitution, bylaws, rules, regulations, and interpretations of the NCAA and Conference. Wingerter shall not violate any civil law, including but not limited to Title IX of the Educational Amendments of 1972, 20 U.S.C. § 1681 *et seq.* and the Americans with Disabilities

Act, 42 U.S.C. § 12101, *et seq.*, or criminal law of any state or federal government. Failure to comply with this Section may result in suspension and/or termination of Wingerter's employment as Chief of Staff, or termination of this Contract.

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

University of Louisiana System. In such event, Wingerter shall receive liquidated damages equivalent to seventy-five percent (75%) of the Base Salary remaining to be paid under the unexpired term of this Contract. Neither University nor the Foundation shall have any other obligations to Wingerter whatsoever for any other benefits or supplemental compensation other than payment of amounts already earned at the time of termination but not yet paid. University may, at its sole option, issue such liquidated damages in either a single lump sum within sixty (60) days of the date of termination, or in equal monthly installments through the remaining term of this Contract. All liquidated damages payable pursuant to this Section 12(a)(i) shall be issued from funds provided by the Foundation from its Unrestricted Athletic Foundation Accounts to be used in University's discretion in compliance with Foundation's exempt purpose. All other obligations of University and/or Foundation for any compensation and/or other benefits to Wingerter shall cease as of the date of termination.

- ii. In the event of a termination described in Section 12(a)(i), Wingerter shall actively seek employment commensurate with his education and experience. Subject to the dual employment laws of Louisiana, any University obligation described in Section 12(a)(i) shall be offset and reduced by any gross income, base salary, wages, talent fees, consulting fees, honoraria, independent contractor fees, or other income of any kind whatsoever ("Gross Compensation") Wingerter may receive from any employer, including any business entity owned or controlled by Wingerter or in which Wingerter has an interest, as a result of employment as a head coach, assistant coach, or administrator, either at a college/university or with a professional sports organization (a "Coaching Position"), regardless of whether Wingerter receives such Gross Compensation personally or through any business entity. To effect any such offset required hereunder, Wingerter shall issue payments to University in the amount of each Gross Compensation payment Wingerter receives, within fourteen (14) days of Wingerter's receipt of each such Gross Compensation payment, until the full amount of the liquidated damages payment set forth in Section 12(a)(i), above, has been repaid.
- iii. Within fourteen (14) days after accepting any Coaching Position, Wingerter shall furnish to University notice of said employment, including the terms of his employment, start date, compensation, and substantiating documents such as contracts, appointment forms, etc. Wingerter shall notify University of any changes in his Gross Compensation within fourteen (14) days of such change, including receipt of any additional compensation in the form of bonuses, raises, etc. Wingerter shall provide University with a copy of his W-2, 1099, or other verifiable documentation of his income, which, for any given year, shall be provided no later than February 15th of the following year. If Wingerter breaches any and/or all of these obligations, University shall, within thirty (30) days of knowledge of such breach, provide Wingerter with written demand to cure such breach within ten (10) days and to provide documentary proof of exigent circumstances which clearly demonstrates a reasonable excuse for such

breach. If Co Wingerter ach fails to do so, University's obligation pursuant to Section 12(a)(i) shall cease.

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

b. For Just Cause.

- i. University may terminate this Contract for just cause, including but not limited to Wingerter's:
 1. Failure to comply with this Contract;
 2. Deliberate or persistent failure or refusal to perform duties and responsibilities to best of Wingerter's ability;
 3. Failure to comply with a lawful directive from the Head Football Coach, VPIA, or President, or other insubordination;
 4. Serious or intentional violation by Wingerter of any applicable law, rule, regulation, policy, or guideline, issued by any state or federal government agency, the Board, the University, the Conference, the NCAA, and/or any other governing body, that, in sole judgment of VPIA or President, reflects adversely upon University or presents a conflict of interest between University and Wingerter;
 5. Condoning, failing to prevent, and/or failing to report any Football Program member's violation of any applicable law, rule, regulation, policy, or guideline, issued by any state or federal government agency, the Board, the University, the Conference, the NCAA, or any other governing body, that, in sole judgment of VPIA or President, reflects adversely upon University or presents a conflict of interest between University and any Football Program member, provided Wingerter knew or reasonably should have known of such violation;
 6. Failure to cooperate with University, Conference, and/or the NCAA in the investigation of alleged violations of Conference or NCAA regulations; and/or
 7. Prolonged absence from University without University's consent.

- ii. In the event of a termination under this Section for just cause, Wingerter shall not be entitled to receive any compensation, benefits, or any other amount from University or the Foundation beyond the date of termination.
- iii. Wingerter and University acknowledge that it is not the desire or the intention of University that Wingerter's employment be terminable for minor, technical, or otherwise insignificant acts of misconduct by Wingerter, or for minor, technical, or otherwise insignificant University regulations or NCAA or Conference violations which do not entail the risk of Level I or Level II institutional penalties. Prior to termination for cause, University intends to provide Wingerter with a reasonable opportunity to remedy and/or correct any grounds for termination for cause, unless, in University's reasonable discretion, the grounds for such a termination warrant immediate termination.
- c. **Sole Remedy.** Wingerter agrees his sole and exclusive remedy, if any, against Board, University, and/or the Foundation in the event of termination of this Contract by University for any reason shall be in accordance with the provisions set forth in this Section. In no event shall Board, University, or Foundation be liable for direct, indirect, special, incidental, or consequential damages.

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

- a. All obligations of University and/or Foundation for any compensation and/or other benefits to Wingerter shall cease as of the date of termination.
- b. In addition to payment of the entirety of any applicable buyout, Wingerter shall also pay to Foundation within sixty (60) days of the effective date of termination a liquidated damages payment of:
 - i. Fifty percent (50%) of the total Base Salary to be paid under this Contract if such termination occurs within one hundred twenty (120) days from the Effective Date of this Contract; or
 - ii. Thirty percent (30%) of the total Base Salary to be paid under this Contract if such termination occurs more than one hundred twenty (120) days from the Effective Date of this Contract and prior to the latter of the Football Program's last Conference game or Conference championship game of the 2023 football season.
- c. For a period of one (1) year after the date of termination, Wingerter shall not contact or otherwise seek to recruit any high school junior or senior, or rising junior college athlete, who has officially visited University, unless any new institution employing Wingerter had contacted or recruited such athlete prior to Wingerter's acceptance of employment with such institution. The obligations created herein shall survive the termination of this Contract and shall continue in full force and effect.

14. **Termination by Death or Incapacity.** This Contract shall automatically and immediately terminate upon Wingerter's death or substantial physical or mental incapacity lasting in excess of ninety (90) days which cannot reasonably be accommodated by University and interferes with Wingerter's ability to perform the essential functions and duties as Chief of Staff. In the event of a termination under this Section, neither Wingerter nor Wingerter's estate, heirs, legatees, or successors shall be entitled to receive any unaccrued compensation, benefits, or any other amount from University or Foundation.
15. **Termination of Michael Desormeaux.** Notwithstanding any provision in this Contract to the contrary, this Contract shall terminate immediately if Michael Desormeaux's employment as Head Football Coach of the Football Program is terminated for any reason whatsoever, regardless of whether such termination is by Michael Desormeaux, University, or otherwise (the "Head Coach Termination"). In such event, Wingerter shall be entitled to payment of any compensation and benefits due to Wingerter pursuant to this Contract for a period of sixty (60) days immediately following the Head Coach Termination; all obligations of University and/or Foundation for any compensation and/or benefits to Wingerter shall cease at the end of such sixty (60) day period or immediately upon Wingerter's acceptance of any Commensurate Position, whichever occurs first.
16. **Title IX, Sexual Harassment and Other Prohibited Sexual Conduct Policy, Non-Discrimination Policy Reporting and Compliance.**
 - a. Wingerter shall promptly report to the University's Title IX Coordinator/EEO Investigator or Deputy Title IX Coordinator any Known Violation(s) of the University's Sexual Harassment and Other Prohibited Sexual Conduct Policy, the University's Non-Discrimination Policy, the University of Louisiana System's Sexual Misconduct Policy, or the University of Louisiana System's Prohibiting Workplace Harassment and Discrimination Policy (including, but not limited to sexual harassment, sexual assault, sexual exploitation, domestic violence and stalking, discrimination, or discriminatory harassment on the basis of national origin, age (40 years old or older), religion, sex (including pregnancy, gender identity, and transgender status), sexual orientation, disability, genetic information, veteran or military status, or retirement status in admission to, access to, treatment in, or employment in its programs and activities as required by Title VI and Title VII of the Civil Rights Act of 1964) that involve any student, faculty, or staff or that is in connection with a University-sponsored activity or event. Any emergency shall be immediately reported to 911 and/or law enforcement. For purposes of this Contract, a "Known Violation" shall mean a violation or an allegation of a violation of Title IX, the University's Sexual Harassment and Other Prohibited Sexual Conduct Policy, the University of Louisiana System's Sexual Misconduct Policy, Title VI or Title VII of the Civil Rights Act of 1964, the University's Non-Discrimination Policy, or the University of Louisiana System's Prohibiting Workplace Harassment and Discrimination Policy that Wingerter is aware of or has reasonable cause to believe is taking place or may have taken place.
 - b. University may terminate this Contract for cause pursuant Section 12(b) of this Contract for any determined violation by Wingerter for failure to report a Known Violation.

17. Morality Clauses.

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

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

19. Miscellaneous.

- a. This Contract and all claims or disputes arising out of or relating to this Contract shall be exclusively governed by and interpreted in accordance with the laws of the State of Louisiana, without regard to conflicts of law principles.
- b. In the event that any dispute arises between the parties concerning any breach of this Contract, the party alleging a breach by the other must provide written notice to the other describing in detail the alleged breach and allow a sixty-day (60-day) period to cure such breach prior to initiating legal action.
- c. Wingerter shall be entitled to utilize the applicable University grievance procedure in place at the time in the event of a University decision which Wingerter reasonably believes has adversely affected the terms and/or conditions of Wingerter's employment, including a termination by University pursuant to Section 12(b) of this Contract. The procedure currently in place for this situation is the University's Grievance Procedure for Non-Faculty Unclassified Personnel (Policy Document VI)
- d. Any and all claims or disputes arising out of or relating to this Contract shall be brought in a court of competent jurisdiction located in the Parish of Lafayette, State of Louisiana. The prevailing party in any judicial determination shall be entitled to recover attorney's fees in addition to any other relief awarded by the Court.
- e. If any term or condition of this Contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Contract are declared severable.
- f. Wingerter agrees as a condition of his employment to abide by the Drug Free Workplace Act of 1988 and to notify University's Office of Human Resources of any criminal drug conviction for a violation occurring in the workplace as soon as he is made aware of the conviction, but in any event no later than five (5) days after such

conviction. (Note this is a requirement of federal law for all institutions receiving federal funds.)

- g. University may cancel this Contract at any time upon thirty (30) days' notice without further obligation due to lack of funding, or a determination by its governing board to eliminate the athletics program for lack of funds, or a decision to discontinue the athletics program made in accordance with University policy and procedures.
 - h. Wingerter shall be responsible for any and all income tax liabilities, interest, and/or penalties related to any benefits he receives pursuant to this Contract.
 - i. The parties agree and understand the terms of this Contract are subject to its recommendation by President and contingent upon approval of Board.
 - j. This Contract contains the entire agreement between the parties with respect to the subject of this Contract and contains all of the terms and conditions agreed upon with respect to the subject of this Contract, and no other agreements, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind the parties; it being the intent of the parties that neither shall be bound by any term, condition, or representations not herein written.
 - k. No delay or failure to enforce any provision of this Contract by University shall constitute a waiver or limitation of rights enforceable under this Contract.
 - l. This Contract may be executed in one or more counterparts, each of which individually shall be deemed original but all of which together shall constitute one and the same document. An electronic (e.g., Portable Document Format or PDF) copy of the original signature of the representative of a party shall have the same validity as an original signature for the purpose of this Contract. In accordance with La. R.S. § 9:2605B(1) and (2), the parties hereto each agree that this transaction may be conducted by electronic means; and electronic signatures of the parties to this Contract shall be acceptable and satisfactory for all legal purposes, as authorized by the Louisiana Uniform Electronic Transactions Act, La. R.S. § 9:2601 through 9:2621.
- 20. Notices.** Any notice required herein shall be provided in writing and shall be delivered by personal delivery; a nationally-recognized overnight delivery service; or U.S. registered, certified, or first-class mail to such party. Any such notice shall be deemed to have been given either at the time of personal delivery; the day after it is transmitted to a nationally-recognized overnight delivery service; or in the case of mail, as of three (3) days after it is mailed.

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

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

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

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

Wingerter:

Troy Wingerter
201 Reinhardt Drive
Lafayette, LA 70506

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

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

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

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

Troy Wingerter

DocuSigned by:
Joe Savoie
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DocuSigned by:
Troy Wingerter
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By: Dr. E. Joseph Savoie
President, University of Louisiana
at Lafayette

1/27/2022
Date

1/26/2022
Date

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

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

**ANCILLARY AGREEMENT TO
CONTRACT FOR EMPLOYMENT
CHIEF OF STAFF**

STATE OF LOUISIANA

PARISH OF LAFAYETTE

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

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

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

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

Entered into this ____ day of _____, 2022.

DocuSigned by:
Joe Savoie 1/27/2022
1405E1487C93461...

DocuSigned by:
Troy Wingerter 1/26/2022
34911B1CFE004AC...

Board of Supervisors of the Date
University of Louisiana System
By: Dr. E. Joseph Savoie

Troy Wingerter Date

DocuSigned by:
Thomas L. Kreamer, Jr. 1/26/2022
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University of Louisiana at Lafayette Date
Foundation
By: Thomas L. Kreamer, Jr., Chairman

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

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