

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

**ATHLETIC COMMITTEE**

**August 24, 2023**

- Item G.1.** Louisiana Tech University's request for approval of the first amendment to the contract with Mr. Joshua Taylor, Head Women's Softball Coach, between Louisiana Tech University and Louisiana Tech University Foundation, retroactive effective date of amendment, July 1, 2022.

**EXECUTIVE SUMMARY**

The first amendment to the contract approved by the Board of Supervisors on August 25, 2022, pertains to Section 5 of the contract as follows:

5.0 Performance Incentives - Athletic Performance Goals

5.1 In recognition of exemplary performance and the additional work that is required for post-season games and events and as an incentive for Coach to achieve the goals described below, and since such additional work generally results in an influx of private gifts to the Foundation, the Foundation agrees within 60 days after the game or event to pay to Coach the supplemental payments:

- Conference Coach of the Year: Coach shall be entitled to a supplemental payment of \$2,500 if he is named the Conference Coach of the Year.
- Academic Achievement: For academic milestones met by his student-athletes, Coach shall be entitled to a supplemental payment of \$1,000 if the team's single year APR is above 965.

Except as expressly set forth above, all other terms of the original contract remain unchanged and in effect.

The intent of this amendment is so that the Performance Incentives section matches the same section in Coach's previous contract. The supplemental payments noted above were inadvertently omitted during the drafting of his new contract.

## RECOMMENDATION

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves Louisiana Tech University's request for approval of the first amendment to the contract with Mr. Joshua Taylor, Head Women's Softball Coach, between Louisiana Tech University and Louisiana Tech University Foundation, retroactive effective date of amendment, July 1, 2022.*



G.1.

LOUISIANA TECH  
UNIVERSITY

OFFICE OF THE PRESIDENT

July 28, 2023

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

Dear Dr. Henderson:

Enclosed for your review is an Amended Contract of Employment between **Josh Taylor, Head Softball Coach**, and Louisiana Tech University. Also joining in the contract and consenting to its obligations is the Louisiana Tech University Foundation. The University of Louisiana System Board of Supervisors approved the original contract on July 29, 2022.

Please place this item on the ULS Board of Supervisors' agenda for consideration and approval for the **August 2023** meeting.

Once the Board approves, please sign the contract's last page indicating that the Board has approved. Upon approval, please forward a scanned copy of the signed last page to the Office of the President of Louisiana Tech University and keep a copy for the files of the Board of Supervisors. The Office of the President at Louisiana Tech University will distribute a signed copy to Head Softball Coach Taylor, the Louisiana Tech University Foundation, and Head Softball Coach Talyor's attorney.

Thank you for your attention to this matter.

Sincerely,

A handwritten signature in blue ink that reads "Leslie K. Guice".

Leslie K. Guice  
President

enclosures

**FIRST AMENDMENT TO CONTRACT OF EMPLOYMENT  
BETWEEN LOUISIANA TECH UNIVERSITY AND  
HEAD SOFTBALL COACH JOSH TAYLOR**

State:	Coach:
Louisiana Tech University P.O. Box 3168 Ruston, LA 71272	Josh Taylor
Retroactive Effective Date of Amendment July 1, 2022	Amendment No. 1

**Background**

The following amendment is agreed to by the parties amending the Employment Contract (“Agreement”) between Josh Taylor (HEAD COACH), and Louisiana Tech University (UNIVERSITY), and the Louisiana Tech Foundation (FOUNDATION), which was approved by the University of Louisiana System Board of Supervisors (BOARD) on August 25, 2022. The intent of this amendment is so that the performance incentives section matches the incentives in Taylor’s previous contract for sections 5-1. The section was inadvertently changed during the drafting of the new contract.

The Agreement is amended as follows:

1. Section 5.0 is amended to read as follows:

5.0 Performance Incentives – Athletic Performance Goals

5.1

e. Conference Coach of the Year: COACH shall be entitled to a supplemental payment of \$2,500 if he is named the Conference Coach of the Year.

f. Academic Achievement: For academic milestones met by his student athletes, COACH shall be entitled to a supplemental payment of \$1,000 if the team’s single year APR is above 965.

2. Except as expressly set forth above, all other terms of the Agreement remain unchanged and in effect.

**SIGNATURE PAGE TO FOLLOW**

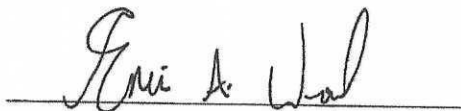
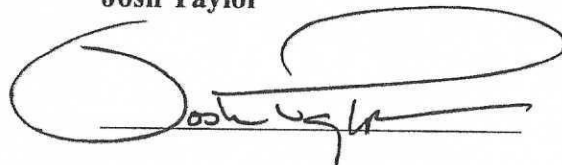
Executed on the \_\_\_\_ day of \_\_\_\_\_, 2023.

**Louisiana Tech University**



Dr. Les Guice  
President

**Josh Taylor**



Dr. Eric A. Wood  
Vice President/Director of Athletics

**Louisiana Tech University Foundation, Inc.**

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Lisa Bradley  
Interim Vice President/University Advancement

**RE: LOUISIANA TECH UNIVERSITY  
1<sup>ST</sup> AMENDMENT TO CONTRACT OF EMPLOYMENT  
HEAD COACH JOSH TAYLOR**

Approved by the Board of Supervisors of the University of Louisiana System at its meeting on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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Dr. Jim Henderson  
President  
University of Louisiana System

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

**ATHLETIC COMMITTEE**

**August 24, 2023**

**Item G.2.**     **McNeese State University's** request for approval of a contract with Mr. Justin Hill, Head Baseball Coach, effective July 1, 2023.

**EXECUTIVE SUMMARY**

Under this agreement, Coach will earn: \$100,000 from July 1, 2023 to June 30, 2024; \$110,000 from July 1, 2024 to June 30, 2025; and \$120,000 from July 1, 2025 to June 30, 2026 to be paid in monthly installments. The annual salary shall be comprised of a McNeese State University base salary amount of \$100,000; the remaining amount will be paid from the McNeese Foundation.

The University may permit additional (non-recurring) supplemental pay to Coach for specific and extraordinary achievement in accordance and as stipulated by the University policy titled Bonuses for Specific and Extraordinary Achievement and as allowed by NCAA Division I bylaw 11.3.2.3.

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

**Baseball Incentives:**

- \$1,000 – Coach of the Year
- \$500 – Player of the Year
- \$1,500 – Regular Season Championship
- \$1,000 – Conference Tournament Championship Appearance
- \$3,000 – Conference Tournament Champions
- \$1,000 – Each NCAA Tournament Win
- \$10,000 – NCAA Regional Championship
- \$10,000 – NCAA Super Regional Championship

**Academic Incentives:**

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

If the University terminates the agreement without cause, Coach shall be entitled to the remaining compensation as defined in the contract that he would have earned from the date of termination to the contract end date. The University shall pay the amount due through June 30 of the fiscal year of termination, and the McNeese Foundation shall pay the remaining amount.

## **RECOMMENDATION**

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves McNeese State University's request for approval of a contract with Mr. Justin Hill, Head Baseball Coach, effective July 1, 2023.*





MCNEESE STATE UNIVERSITY

OFFICE OF THE PRESIDENT  
DR. DARYL V. BURCKEL

August 3, 2023

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

Dear Dr. Henderson:

McNeese State University requests approval of a contractual agreement with Mr. Justin Hill, Head Baseball Coach, effective July 1, 2023.

Please place this item on the ULS Board of Supervisors' agenda for consideration and approval at the August 24, 2023 meeting.

Thank you for your attention in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'Daryl V. Burckel', with a long horizontal flourish extending to the right.

Dr. Daryl V. Burckel  
President

Attachments

# McNEESE STATE UNIVERSITY

## HEAD BASEBALL COACH CONTRACT OF EMPLOYMENT

### STATE OF LOUISIANA

### PARISH OF CALCASIEU

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

#### **1.0 Employment**

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

#### **2.0 Term**

- 2.1 The term of this contract is for a fixed period of thirty-six (36) months, commencing on the **1st day of July 2023**, and terminating without further notice to COACH on the **30th day of June 2026**.
- 2.2 After June 30, 2026, this contract is renewable solely upon an offer from McNeese State University and an acceptance by COACH, both of which must be in writing, signed by the parties, and approved by the Board. This contract in no way grants COACH a claim to tenure in employment, nor shall COACH'S service pursuant to this contract count in any way toward tenure at McNeese State University.
- 2.3 This contract may be amended or extended at any time during the period of this contract by mutual agreement of all parties.

#### **3.0 Compensation**

- 3.1 In consideration of COACH'S services and satisfactory performance and subject to section 2.1 together with all the provisions of this agreement, McNeese State University shall pay COACH a base annual (12-month) salary in the amounts below, payable on a monthly basis.
  1. July 1, 2023 to June 30, 2024 -- \$100,000
  2. July 1, 2024 to June 30, 2025 -- \$110,000
  3. July 1, 2025 to June 30, 2026 -- \$120,000
- 3.2 The University does not guarantee amounts due under this contract beyond the current year of performance. Should the contract be terminated for any reason, amounts due shall be determined in accordance with section 13 of this contract.
- 3.3 The University may permit additional (non-recurring) supplemental pay to COACH for specific and extraordinary achievement in accordance and as stipulated by the University policy entitled Bonuses for Specific and Extraordinary Achievement and as allowed by NCAA Division I bylaw 11.3.2.3.
- 3.4 In this appointment, in accordance with ULS Policy Number FS.111.XXI-1, COACH will not accrue Compensatory Leave and COACH will be exempt from taking leave when the University is officially closed at holiday breaks.
- 3.5 COACH may be eligible for cost of living or merit pay increases in addition to the stated base salary. COACH is also subject to pay adjustment according to economic circumstances that affect all employees in the unclassified state service.

- 3.6 The above annual salary in 3.1 shall be comprised of a McNeese State University base salary amount of **\$100,000** the remaining will be paid from the McNeese Foundation. The funds shall be transferred from the Foundation to the University and paid to the COACH through the University's normal payroll process. The Foundation is also responsible for increased related benefit payments associated with the supplement.
- 3.7 During the Term, COACH shall have the opportunity to earn Bonus Compensation paid to the COACH through the University's normal payroll process. The Foundation is also responsible for increased related benefit payments associated with the supplement.

Baseball Incentives:

- \$1,000 – Coach of the Year
- \$500 – Player of the Year
- \$1,500 – Regular Season Championship
- \$1,000 – Conference Tournament Championship Appearance
- \$3,000 – Conference Tournament Champions
- \$1,000 – Each NCAA Tournament Win
- \$10,000 – NCAA Regional Championship
- \$10,000 – NCAA Super Regional Championship

Academic Incentives:

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

All Bonus Compensation for **Baseball** Incentives shall be paid on the last University payroll date of June, in the same calendar year following the events for which the Bonus Compensation for **Baseball** Incentives is earned.

All Bonus Compensation for Academic Incentives shall be paid on the last University payroll date of June of the following Calendar year.

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

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

**5.0 Camps and Clinics**

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

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

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

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

#### **7.0 Employee Benefits**

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

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

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

COACH must report all such income or benefits to the PRESIDENT in writing at least annually. Examples include, without limitation, income or benefits from (1) endorsement or consultation contracts with apparel companies, equipment manufacturers, or television or radio programs; (2) ownership, control, or management of a foundation, organization, or other entity; and (3) participation in athletic camps outside of those offered by Employer (see Bylaw 11.2.2.).

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

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

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

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

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

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

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

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

#### **13.0 Termination**

- 13.1 Either party may terminate this agreement without just cause prior to the expiration of its terms by giving five (5) days written notice to the other party. Prior to termination of COACH, the University will obtain approval from the President of the University of Louisiana System.
- 13.2 COACH may be terminated by the Athletic Director at any time for violation or gross disregard of state or federal laws (excluding minor offenses or those punishable by citation), or deliberate and serious violations of NCAA, conference, or university rules, regulations, policies or procedures, or engaging in conduct, which is clearly contrary to the character and responsibilities of a person occupying the position of **Head Baseball Coach** or which substantially negatively or substantially adversely affects the reputation of the University or McNeese State University athletics or for any violation of this contract; provided, however, prior to termination, University shall meet with COACH to notify him of alleged offending behavior under this clause, following which COACH will have fourteen (14) days to cure alleged offending behavior or violation. University shall provide a good faith opportunity for COACH to cure alleged behavior or violation. In the event of such termination, COACH will receive thirty (30) calendar days notice of termination or thirty (30) calendar day's regular pay in lieu of such notice. All compensation, including salary, benefits

and other remuneration incidental to employment, cease upon termination. The judgment as to whether the conduct of COACH constitutes cause under this provision shall not be exercised arbitrarily, capriciously or in a discriminatory manner by the University. No damages or other amounts than are specified in this section 14.2 shall be due if termination is for just cause.

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

(a) In the event the University terminates the contract, without cause, University shall pay to Coach, within ninety (90) days and on a date mutually agreed upon by University and COACH, an amount equal to all remaining compensation, including, but not limited to Base Salary (including the University Foundation Premium) and Benefits that would have been due to COACH under this Agreement had COACH remained employed by University from the date of termination through the end of the Term (excluding any unexercised option periods). Any lump sum payments shall be paid in lump sum on the date the payment would have been due and payable had the COACH remained employed until the expiration of the Term. In addition, University will pay to COACH, within thirty (30) days in which University exercises its right to Terminate this Agreement without cause, any compensation or Bonus Compensation actually earned and accrued but unpaid, as well as all expenses incurred in the performance of his duties but not yet reimbursed or otherwise received by the date of the termination, less all applicable taxes and other withholdings. The parties agree that any amounts due beyond the current fiscal year shall be funded solely by the McNeese State University Foundation athletic related accounts.

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

- If COACH terminates the contract between July 1, 2023 and June 30, 2026, University shall be entitled to receive \$0, from COACH or from third party.

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

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

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

#### 14.0 **Fundraising**

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

#### 15.0 **Severability**

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

**16.0 Force Majeure**

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

**17.0 Previous Agreements**

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

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

WITNESSES:

*Anthony Kivellier*  
*Anthony Kivellier*  
*Deb Kingrey*  
*Deb Kingrey*

*Justin Hill* Date 7/6/23  
 Justin Hill, Head Baseball Coach  
 McNeese State University

*Heath Schroyer* Date 7/5/23  
 Heath Schroyer, Director of Athletics  
 McNeese State University

*Wade Rousse* Date 7/7/23  
 Dr. Wade Rousse, Vice President  
 McNeese Foundation

*Daryl V. Barckel* Date 7-2023  
 Dr. Daryl V. Barckel, President  
 McNeese State University

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

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

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

**ATHLETIC COMMITTEE**

**August 24, 2023**

**Item G.3.**     **Northwestern State University's** request for approval of a contract with Mr. Mike Heimerman, Head Men's and Women's Track and Field Coach, effective July 17, 2023.

**EXECUTIVE SUMMARY**

Under the proposed three-year agreement, effective through June 30, 2027, Coach's salary for each year remains at \$75,401, payable in 26 equal installments. However, if Coach wins a Southland Conference Indoor or Outdoor Men's or Women's Track and Field Championship in the first two years of the contract Coach's salary will increase to \$80,401 for the last two years of the contract. If Coach wins a Southland Conference Indoor or Outdoor Men's or Women's Track and Field Championship in the third year of the contract but not in the first two years, Coach's salary will increase to \$80,401 for the last year of the contract.

The Demons Unlimited Foundation may pay Coach additional salary supplements as a result of promotional services for the Foundation as follows:

- Coach will receive use of a cell phone, including data and texting plan, with an approximate annual value of \$1,200.
- Coach will receive an annual vehicle stipend of \$6,000 (paid over 26 equal installments).
- Coach will receive \$2,500 should he be named Southland Conference Coach of the Year or Louisiana Coach of the Year.
- Coach will receive \$2,000 for Southland Conference Regular Season Championship.
- Coach is also eligible to receive a \$1,000 incentive stipend for an annual APR of 980+.

This incentive stipend will be for use of the Coach's name and likeness in Foundation material or literature promoting the academic achievements of the team. Coach must have worked at NSU for one full academic year (July 1-June 30) to be initially eligible to receive this bonus and must be employed by NSU at the time that the final APR number is released to be eligible to receive the bonus.

If the University terminates the agreement without cause, the Coach shall be entitled to 50% of the combined total of the base salary and Demons Unlimited Foundation that he would have earned in the years remaining in the contract, less compensation received by the Coach from any other employment. The University would be responsible for the current fiscal year compensation, through the end of the fiscal year (June 30). The Demons Unlimited Foundation would be responsible for the remaining months in the agreement (the next July 1 through expiration).



In the event Coach terminates the Contract without cause, Coach would be liable to the University for liquidated damages in the following manner:

- If after July 17, 2023 but before June 30, 2024 – \$25,000;
- If after June 30, 2024 but before June 30, 2025 – \$20,000;
- If after June 30, 2025 but before June 30, 2026 – \$15,000

The University and the Demons Unlimited have a joint 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 Northwestern State University's request for approval of a contract with Mr. Mike Heimerman, Head Men's and Women's Track and Field Coach, effective July 17, 2023.*

*Office of the President*

August 2, 2023

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

Re: Appointment of Mr. Mike Heimerman as Head Men's and Women's Track and Field Coach

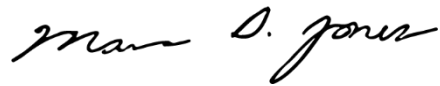
Dear Dr. Henderson:

Northwestern State University is submitting the following item to be placed on the agenda for approval at the August 2023 Board Meeting:

*Appointment of Mr. Mike Heimerman as Head Men's and Women's Track and Field Coach for Northwestern State University at an annual salary of \$75,401 for the period of June 17, 2023 - June 30, 2027, as outlined in the attached contract.*

Thank you for your consideration of this request.

Sincerely,



Dr. Marcus Jones  
President

Attachment

**NORTHWESTERN STATE UNIVERSITY**

**CONTRACT OF EMPLOYMENT  
for Mike Heimerman**

**STATE OF LOUISIANA**

**PARISH OF NATCHITOCHE**

THIS AGREEMENT, made and entered into as of this 17th day of July, 2023, by and between Northwestern State University (hereinafter "University") represented by Dr. Marcus Jones, President, the Demons Unlimited Foundation (hereinafter "Foundation") and Mike Heimerman, Head Men's and Women's Track and Field Coach (hereinafter "Coach") of Northwestern State University. This agreement is subject to the approval of the Board of Supervisors for the University of Louisiana System, the management board for Northwestern State University and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the board.

**WITNESSETH:**

WHEREAS, the University requires the services of a Head Men's and Women's Track and Field Coach and has selected the Coach to perform those services,

NOW, THEREFORE, the parties agree as follows:

**1. EMPLOYMENT**

The University does hereby employ Mike Heimerman as Head Men's and Women's Track and Field Coach at Northwestern State University, and Mike Heimerman does hereby accept said employment and agrees to perform all those services pertaining to Head Men's and Women's Track and Field Coach as prescribed by the University through the President and the Director of Athletics.

- 1.1. Coach shall be responsible, and shall report, directly to Northwestern State University's Director of Athletics (the "Director") and shall confer with the Director or the Director's designee on all administrative and technical matters. Coach shall also be under the general supervision of Northwestern State University's President.
- 1.2. Coach shall manage and supervise the team and shall perform such other duties in Northwestern State University's athletic program as the Director may assign.
- 1.3. Coach agrees to represent Northwestern State University positively in public and private forums and shall not engage in conduct that reflects adversely on Northwestern State University or its athletic programs.

**2. TERM**

The employment under the terms of this contract shall be for the period July 17, 2023 to June 30, 2027, subject to approval of the University of Louisiana System Board of Supervisors. This agreement is renewable solely upon an offer from the University and an acceptance by Coach, both of which must be in writing and signed by all the parties and approved by the Board. This agreement in no way grants the Coach a claim to tenure in employment, nor shall Coach's service pursuant to this agreement count in any way toward tenure at the University.

3. **UNIVERSITY SALARY**

The University shall pay the Head Coach as follows:

First Year of Contract

Total salary of \$75,401 Dollars.

Second Year of Contract

Total salary of \$75,401 Dollars.

Third Year of Contract

If Coach Heimerman wins a Southland Conference Championship in Men's or Women's Indoor or Outdoor in first two years of this contract, the total salary will increase to \$80,401 Dollars.

Fourth Year of Contract

If Coach Heimerman wins a Southland Conference Championship in Men's or Women's Indoor or Outdoor in first three years of this contract, the total salary will increase to \$80,401 Dollars.

- 3.1. The University does not guarantee amounts due under this contract beyond the current year of performance. Should the contract be terminated for any reason, amounts due shall be in accordance with Section 9.
- 3.2. The Coach may be eligible for cost of living or merit pay increases in addition to the stated base salary. The Coach is also subject to pay adjustments according to economic circumstances that affect all employees in the unclassified state services.

4. **EMPLOYEE BENEFITS**

The Coach shall participate in the mandatory employee benefit plans and be eligible for optional employee benefit plans as would any other University unclassified employee based upon his annual University salary only.

5. **CAMPS AND CLINICS**

5.1 Coach Heimerman may operate and receive additional compensation for camps/clinics as outlined in the athletic department's policy regulating camps and clinics.

- a. All revenues from university camps/clinics will be deposited into Coach Heimerman's university camp budget. After all expenses are met, Coach Heimerman may be compensated up to the amount of surplus remaining in the account, or use the profits to pay his assistant coaches, supplement his university Baseball operating budget, or a combination of the three, at his discretion.
- b. Camps operated through the university camp budget will not be subject to facility fees.

- c. Conducting camps and clinics is considered a part of Coach Heimerman's job description related to promoting the University and the athletic department; thus, Coach Heimerman will not be required to take leave while conducting camps run through the University camp budget.
- d. Coach Heimerman's camp budget will be charged for a personal injury insurance policy approved by the University for camp/clinic participants.
- e. The Director of Athletics will be the administrative officer of the University who will be advised by the coach of any problems or questions which may arise out of the operation of the camps.

## 5.2 Private Camps

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

## 6. FOUNDATION SERVICES

During the time of employment as head coach, Coach Heimerman will also have the opportunity to earn salary supplements and incentives as a result of promotional activities for the Demons Unlimited Foundation. These payments, made through the university's payroll system, are subject to all mandatory withholdings and are inclusive of retirement and Medicare payments and are made only as long as the funds are available. Supplemental payments based on incentive clauses are to be paid no later than the conclusion of the financial quarter immediately following the one in which the incentive payment was earned. The potential supplements/incentives are as follows:

- a. COACH will receive use of a cell phone, including data and texting plan, with an approximate annual value of \$1,200.
- b. COACH will receive an annual vehicle stipend of \$6,000 (paid over 26 equal installments).
- c. COACH will receive \$2,500 should he be named Southland Conference Coach of the Year or Louisiana Coach of the Year.
- d. COACH will receive \$2,000 for Southland Conference Regular Season Championship.
- e. COACH is also eligible to receive a \$1,000 incentive stipend for an annual APR of 980+. This incentive stipend will be for use of the Coach's name and likeness in Foundation material or literature promoting the academic achievements of the team. The coach must have worked at NSU for one full academic year (July 1-June 30) to be initially eligible to receive this bonus and must be employed by NSU at the time that the final APR number is released to be eligible to receive the bonus.
- f. Associate Head Coach will earn performance incentive(s) in the amount stated when the below incentive(s) are reached. This is applicable to each year of the agreement.
  - i. Conference Individual or Relay Champion (M/W Track) \$250
  - ii. Conference Team Championship (M/W Track) \$750
  - iii. NCAA Regional Individual or Relay Qualifiers (M/W Track) \$50
  - iv. NCAA National Individual or Relay Qualifiers (M/W Track) \$250
  - v. NCAA Individual or Relay Champion (M/W Track) \$1,000
  - vi. NCAA Team Championship (M/W Track) \$1,500
  - vii. NCAA 1<sup>st</sup> Team All-American (M/W Track) \$500
  - viii. NCAA 2<sup>nd</sup> Team All-American (M/W Track) \$250
  - ix. NCAA 3<sup>rd</sup> Team All-American (M/W Track) \$100

## 7. OUTSIDE INCOME

The Coach shall be authorized to earn other revenue while employed by the University but such activities are independent of his University employment and the University shall have no responsibility for any claims arising there from. All outside income will be subject to approval in accordance with the Board of Supervisors for the University of Louisiana System policies.

Coach shall report annually in writing to the President through the Athletic Director on July 1st of each year all athletically related income received from sources outside the University. The University shall have reasonable access to all records of Coach to verify this report (NCAA Constitution Article 11.2.2).

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

Employer (see Bylaw 11.2.2).”

## 8. STANDARDS OF CONDUCT AND COMPLIANCE WITH NCAA AND CONFERENCE REGULATIONS

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

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

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

## 9. TERMINATION

**Termination Without Cause:** Either party may terminate this agreement without just cause prior to the expiration of its terms by giving thirty (30) days written notice to the other party. Prior to termination of COACH, the University will obtain approval from the President of the University of Louisiana System. If the University terminates the agreement without cause, the Coach shall be entitled to 50% of the combined total of the base salary and Demons Unlimited Foundation “living stipend” that he would have earned in the years remaining in the contract, less compensation received by the Coach from any other employment. The University would be responsible for the current fiscal year compensation, through the end of the fiscal year (June 30<sup>th</sup>). The Demons Unlimited Foundation would be responsible for the remaining months in the agreement (the next July 1 through expiration). In the event Coach Heimerman terminates the Contract without cause, Coach Heimerman would be liable to the University for liquidated damages in the following manner:

- If after July 17, 2023 but before June 30, 2024 – Twenty-five Thousand (\$25,000) Dollars
- If after June 30, 2024 but before June 30, 2025 – Twenty Thousand (\$20,000) Dollars
- If after June 30, 2025 but before June 30, 2026 – Fifteen Thousand (\$15,000) Dollars

The liquidated damages by either party shall be due and payable in a lump sum within sixty (60) days of Coach’s final date of employment at Northwestern State University. Failure to make reasonable efforts to secure employment shall be cause for termination of this agreement, and release of the University and Demons Unlimited Foundation of any obligations to make further payments.

**Termination For Cause:** Should Coach’s contract be terminated for just cause, the University and Demons Unlimited Foundation shall not be liable for any payments or benefits specified in this agreement past the effective date of termination. Just cause for termination shall include, but not be limited to, violation or gross disregard of state or federal laws, NCAA or conference regulations or university policies or procedures.

Coach may be terminated by the University for Cause at any time for the following:

- Misconduct, including but not limited to: hostile workplace violations, documented acts of moral turpitude, acts of violence and aggression, and insubordination.

- Misconduct that: (1) violates state or university ethics laws, rules or regulations; (2) offends the ethics or traditions of the university; or (3) brings discredit or harm to the reputation of the university.
- Acts of violence or personal conduct, or condoning or encouraging employees or student athletes in such conduct, which may not warrant criminal prosecution, but result in public disrepute, contempt, scandal or ridicule that reflects unfavorably upon the reputation or mission of the university.
- Substantial and manifest incompetence.
- Gross violation or disregard of state or federal laws (excluding minor traffic offenses or non-criminal offenses).
- Deliberate and serious violations of NCAA, conference, or UNIVERSITY rules, regulations, policies or procedures.
- Failure to promote an atmosphere of compliance pursuant to NCAA Bylaw 11.1.2.1.
- Unethical conduct pursuant to NCAA 10.1.

The judgment as to whether the conduct of the Coach constitutes cause under this provision shall not be exercised arbitrarily or capriciously by the University.

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

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

- (1) Title IX of the Education Amendments of 1972;
- (2) the University's Sexual Misconduct Policy; or
- (3) the University of Louisiana System's Sexual Misconduct Policy.

**Termination for Financial Exigency:** Coach may be terminated at any time due to the financial circumstances in which the University and/or the University of Louisiana System has declaration of financial exigency. Such a termination can be based on consideration of budgetary restrictions, and priorities for maintenance of program and services. In the event of such termination, COACH will receive six (6) months' notice of termination or six (6) months regular pay in lieu of such notice. All compensation, including salary, benefits, and other remuneration incidental to employment, cease upon termination.

## 10. ASSOCIATE/ASSISTANT COACHES

The Coach shall have the authority to select the associate and assistant coaches with consent of the Athletic Director, President and approval of the Board of Supervisors. Associate and assistant coaches shall be appointed as University unclassified employees.

## 11. UNIVERSITY FUNDRAISING

All fundraising activities by COACH must be pre-approved by the Athletic Director, or his designee, to ensure that such activities are in compliance with University policies.



12. **AMENDMENT EXTENSION**

This Contract may be amended and/or extended in writing by the mutual consent of the parties, and approved by the Board.

13. **SEVERABILITY**

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

14. **FORCE MAJEURE**

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

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


**WITNESSES:**

**NORTHWESTERN STATE UNIVERSITY**

\_\_\_\_\_

BY  7-26-23  
MIKE HEIMERMAN, Head Coach


\_\_\_\_\_

BY  7/26/23  
KEVIN BOSTIAN, Director of Athletics

\_\_\_\_\_

BY   
MIKE NEWTON, President  
Demons Unlimited Foundation

\_\_\_\_\_

BY   
DR. MARCUS JONES, President  
Northwestern State University

\_\_\_\_\_

BY  
DR. JAMES HENDERSON, President  
University of Louisiana Board of Supervisors

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

**ATHLETIC COMMITTEE**

**August 24, 2023**

**Item G.4.**     **Northwestern State University's** request for approval of a contract with Ms. Lacy Prejean, Head Softball Coach, effective August 7, 2023.

**EXECUTIVE SUMMARY**

Under the proposed three-year agreement, effective through May 31, 2027, Coach's salary for each year remains at \$94,023 (\$8,500 of the salary payable from the Demons Unlimited Foundation), payable in 26 equal installments. The Demons Unlimited Foundation may pay Coach additional salary supplements as a result of reasonable promotional services for the Foundation as follows:

- Coach will receive use of a cell phone, including data and texting plan, with an approximate annual value of \$1,200.
- Coach will receive an annual vehicle stipend of \$6,000 (paid over 26 equal installments).
- Coach will receive \$2,500 should she be named Southland Conference Coach of the Year.
- Coach will receive \$2,500 for Southland Conference Regular Season Championship.
- Coach will receive \$2,500 for Southland Conference Tournament Championship/ NCAA Tournament Appearance.
- Coach will receive \$7,500 for an NCAA Super Regional appearance.
- Coach will receive \$10,000 for an NCAA College World Series appearance.
- Coach will receive \$15,000 for an NCAA Championship.
- Coach is also eligible to receive a \$1,000 incentive stipend for an annual APR of 980+. This incentive stipend will be for use of the Coach's name and likeness in Foundation material or literature promoting the academic achievements of the team. She must be employed by NSU at the time that the final APR number is released to be eligible to receive the bonus.

If the University terminates the agreement without cause, the Coach shall be entitled to 50% of her total salary due that she would have earned in the years remaining in the contract, less compensation received by the Coach from any other employment. The University would be responsible for such compensation for the then-current fiscal year compensation, through the end of the fiscal year (June 30). The Foundation would be responsible for the remaining months in the agreement (the next July 1 through expiration). In the event Coach Prejean terminates the Contract without cause to accept employment as a head softball coach at another institution, Coach Prejean would be liable to the University for liquidated damages in the following manner:

- If after July 26, 2023 but before May 31, 2024 – \$30,000;
- If on or after May 31, 2024 but before May 31, 2025 – \$20,000;
- If on or after May 31, 2025 but before May 31, 2026 – \$10,000

The University and the Demons Unlimited have a joint 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 Northwestern State University's request for approval of a contract with Ms. Lacy Prejean, Head Softball Coach, effective August 7, 2023.*

*Office of the President*

August 2, 2023

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

Re: Appointment of Ms. Lacy Prejean as Head Softball Coach

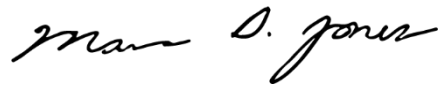
Dear Dr. Henderson:

Northwestern State University is submitting the following item to be placed on the agenda for approval at the August 2023 Board Meeting:

*Appointment of Ms. Lacy Prejean as Head Softball Coach for Northwestern State University at an annual salary of \$94,023 for the period of August 7, 2023 - May 31, 2027, as outlined in the attached contract.*

Thank you for your consideration of this request.

Sincerely,



Dr. Marcus Jones  
President

Attachment

**NORTHWESTERN STATE UNIVERSITY**

**CONTRACT OF EMPLOYMENT  
for Lacy Prejean**

**STATE OF LOUISIANA**

**PARISH OF NATCHITOCHE**

THIS AGREEMENT, made and entered into as of this 26th day of July, 2023, by and between Northwestern State University (hereinafter "University") represented by Dr. Marcus Jones, President, the Demons Unlimited Foundation (hereinafter "Foundation") and Lacy Prejean, Head Softball Coach (hereinafter "Coach") of Northwestern State University. This agreement is subject to the approval of the Board of Supervisors for the University of Louisiana System, the management board for Northwestern State University and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the board.

**WITNESSETH:**

WHEREAS, the University requires the services of a Head Softball Coach and has selected the Coach to perform those services,

NOW, THEREFORE, the parties agree as follows:

**1. EMPLOYMENT**

The University does hereby employ Lacy Prejean as Head Softball Coach at Northwestern State University, and Lacy Prejean does hereby accept said employment and agrees to perform all those services pertaining to Head Softball Coach as prescribed by the University through the President and the Director of Athletics.

- 1.1. Coach shall be responsible, and shall report, directly to Northwestern State University's Director of Athletics (the "Director") and shall confer with the Director or the Director's designee on all administrative and technical matters. Coach shall also be under the general supervision of Northwestern State University's President.
- 1.2. Coach shall manage and supervise the team and shall perform such other duties in Northwestern State University's athletic program as the Director may reasonably assign and which are comparable to other duties assigned to coaches similar employed at comparable institutions
- 1.3. Coach agrees to represent Northwestern State University positively in public and private forums and shall not engage in conduct that reflects adversely on Northwestern State University or its athletic programs.

**2. TERM**

The employment under the terms of this contract shall be for the period August 7, 2023 to May 31, 2027, subject to approval of the University of Louisiana System Board of Supervisors. This agreement is renewable solely upon an offer from the University and an acceptance by Coach, both of which must be in writing and signed by all the parties and approved by the Board. This agreement in no way grants the Coach a claim to tenure in employment, nor shall Coach's service pursuant to this agreement count in any way toward tenure at the University.

3. **UNIVERSITY SALARY**

The University shall pay the Head Coach as follows:

First Year of Contract

Total salary of \$94,023 Dollars.

Source of payments will be split accordingly:

- \$85,523 from Northwestern State and payable in 26 equal installments
- \$8,500 from the Demons Unlimited Foundation in 26 equal installments

Second Year of Contract

Total salary of \$94,023 Dollars.

Source of payments will be split accordingly:

- \$85,523 from Northwestern State and payable in 26 equal installments
- \$8,500 from the Demons Unlimited Foundation in 26 equal installments

Third Year of Contract

Total salary of \$94,023 Dollars.

Source of payments will be split accordingly:

- \$85,523 from the Northwestern State and payable in 26 equal installments
- \$8,500 from the Demons Unlimited Foundation in 26 equal installments

Fourth Year of Contract

Total salary of \$94,023 Dollars.

Source of payments will be split accordingly:

- \$85,523 from the Northwestern State and payable in 26 equal installments
- \$8,500 from the Demons Unlimited Foundation in 26 equal installments

- 3.1. The University does not guarantee amounts due under this contract beyond the current year of performance. Should the contract be terminated for any reason, amounts due shall be in accordance with Section 9.
- 3.2. The Coach may be eligible for cost of living or merit pay increases in addition to the stated base salary. The Coach is also subject to pay adjustments according to economic circumstances that affect all employees in the unclassified state services.

4. **EMPLOYEE BENEFITS**

The Coach shall participate in the mandatory employee benefit plans and be eligible for optional employee benefit plans as would any other University unclassified employee based upon her annual University salary only.

5. **CAMPS AND CLINICS**

5.1 Coach Prejean may operate and receive additional compensation for camps/clinics as outlined in the athletic department's policy regulating camps and clinics.

- a. All revenues from university camps/clinics will be deposited into Coach Prejean's university camp budget. After all expenses are met, Coach Prejean may be compensated up to the amount of surplus remaining in the account, or use the profits to pay her assistant coaches, supplement her university Softball operating budget, or a combination of the three, at her discretion.
- b. Camps operated through the university camp budget will not be subject to facility fees.

- c. Conducting camps and clinics is considered a part of Coach Prejean's job description related to promoting the University and the athletic department; thus, Coach Prejean will not be required to take leave while conducting camps run through the University camp budget.
- d. Coach Prejean's camp budget will be charged for a personal injury insurance policy approved by the University for camp/clinic participants.
- e. The Director of Athletics will be the administrative officer of the University who will be advised by the coach of any problems or questions which may arise out of the operation of the camps.

## 5.2 Private Camps

- a. Coach may operate a camp for the teaching of athletic pursuits on University property to the end of better utilization of the facilities and with suitable compensation paid to the University for the use of such facilities. The use of University facilities will be determined by the availability of those facilities as established by University policy.
- b. It is specifically agreed that in the operation of such camps, Coach acts for herself in her private capacity and not as an agent or employee of the University and that this agreement constitutes merely a license to use the property and facilities subject to the conditions hereafter stated.
  - Special set-ups or changes in original set-up of facilities will be taken care of by the Coach with no cost to the University.
  - The Coach agrees to pay the University all out-of-pocket costs incurred by the University in making the facilities available for the camps.
  - The Coach agrees to secure a policy of insurance in a company approved by the University's Risk Management Office under which the Board of Supervisors for the University of Louisiana System, the University, and its agents and servants, are named as the insured (or as an additional insured) which provides:
    - Workers' Compensation and Employers Liability: Workers Compensation limits are required by the Labor Code of the State of Louisiana and Employers Liability coverage if Coach hires any employees to work at such camps and clinics.
    - Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
  - Annual leave must be requested to cover the dates of the camp operation for all University personnel involved.
  - Complete records will be maintained regarding income and expenditures associated with said camp and available for verification by University auditors.
  - The Coach agrees to protect, indemnify and save harmless the University from and against any and all expenses, damages, claims, suits, actions, judgments and costs whatsoever, including reasonable attorney's fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death during the operation of said camp activities.
  - The Coach is an independent contractor during said camp activities and, as such, is licensed to use certain facilities of the University. The Coach, as a



university employee, will undertake to observe and require campers and its staff to conform to the general rules applicable to the use of University facilities. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.

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

## **6. FOUNDATION SERVICES**

During the time of employment as head coach, Coach Prejean will also have the opportunity to earn salary supplements and incentives as a result of reasonable promotional activities for the Demons Unlimited Foundation, which are comparable to those requested of other University coaches. These payments, made through the university's payroll system, are subject to all mandatory withholdings and are inclusive of retirement and Medicare payments. Supplemental payments based on incentive clauses are to be paid no later than the conclusion of the financial quarter immediately following the one in which the incentive payment was earned. The potential supplements/incentives are as follows, provided, however, that the incentives listed in subparagraphs 6(a) and 6(b) below shall be paid irrespective of Coach's promotional activities with the Foundation:

- a. COACH will receive use of a cell phone, including data and texting plan, with an approximate annual value of \$1,200.
- b. COACH will receive an annual vehicle stipend of \$6,000 (paid over 26 equal installments).
- c. COACH will receive \$2,500 should she be named Southland Conference Coach of the Year.
- d. COACH will receive \$2,500 for Southland Conference Regular Season Championship.
- e. COACH will receive \$2,500 for Southland Conference Tournament Championship/NCAA Tournament Appearance.
- f. COACH will receive \$7,500 for an NCAA Super Regional appearance.
- g. COACH will receive \$10,000 for an NCAA College World Series appearance.
- h. COACH will receive \$15,000 for an NCAA Championship.
- i. COACH is also eligible to receive a \$1,000 incentive stipend for an annual APR of 980+. This incentive stipend will be for use of the Coach's name and likeness in Foundation material or literature promoting the academic achievements of the team. The must be employed by NSU at the time that the final APR number is released to be eligible to receive the bonus.

## **7. OUTSIDE INCOME**

The Coach shall be authorized to earn other revenue while employed by the University but such activities are independent of her University employment and the University shall have no responsibility for any claims arising there from. All outside income will be subject to approval in accordance with the Board of Supervisors for the University of Louisiana System policies.

Coach shall report annually in writing to the President through the Athletic Director on July 1st of each year all athletically related income received from sources outside the University. The University shall have reasonable access to all records of Coach to verify this report (NCAA Constitution Article 11.2.2).

"Notwithstanding the above or anything else herein to the contrary, if Employee receives athletically

related income or benefits totaling more than \$600 per year from any source or combination of sources other than Employer, Employee must report all such income or benefits to the [president or chancellor] in writing at least annually. Examples include, without limitation, income or benefits from (1) endorsement or consultation contracts with apparel companies, equipment manufacturers, or television or radio programs; (2) ownership, control, or management of a foundation, organization, or other entity; and (3) participation in athletic camps outside of those offered by Employer (see Bylaw 11.2.2.).”

## 8. STANDARDS OF CONDUCT AND COMPLIANCE WITH NCAA AND CONFERENCE REGULATIONS

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

Coach shall also abide by the State of Louisiana Code of Government Ethics, University Policy and Regulations, federal laws, other state laws and the policies and regulations of the University of Louisiana System. In public appearances she shall at all times conduct herself in a manner that befits a University official and shall always attempt to create goodwill and a good image for the University.

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

## 9. TERMINATION

**Termination Without Cause:** Either party may terminate this agreement without just cause prior to the expiration of its terms by giving thirty (30) days written notice to the other party. Prior to termination of Coach, the University will obtain approval from the President of the University of Louisiana System. If the University terminates the agreement without cause, the Coach shall be entitled to 50% of her total salary due under Section 3 that she would have earned in the years remaining in the contract, less compensation received by the Coach from any other employment. The University would be responsible for such compensation for the then-current fiscal year compensation, through the end of the fiscal year (June 30<sup>th</sup>). The Foundation would be responsible for the remaining months in the agreement (the next July 1 through expiration). In the event Coach Prejean terminates the Contract without cause to accept employment as a head softball coach at another institution, Coach Prejean would be liable to the University for liquidated damages in the following manner:

- If after August 7, 2023 but before May 31, 2024 – Thirty Thousand (\$30,000) Dollars;
- If on or after May 31, 2024 but before May 31, 2025 – Twenty Thousand (\$20,000) Dollars; and
- If on or after May 31, 2025 but before May 31, 2026 – Ten Thousand (\$10,000) Dollars

The liquidated damages by either party shall be due and payable in a lump sum within sixty (60) days of Coach’s final date of employment at Northwestern State University. Failure to make reasonable efforts to secure employment shall be cause for termination of this agreement, and release of the University and Foundation of any obligations to make further payments.

**Termination For Cause:** Should Coach’s contract be terminated for just cause, the University and Demons Unlimited Foundation shall not be liable for any payments or benefits specified in this

agreement past the effective date of termination. Just cause for termination shall include, but not be limited to, gross violation or gross disregard of state or federal laws, NCAA or conference regulations or university policies or procedures.

Coach may be terminated by the University for Cause at any time for the following:

- Misconduct, including but not limited to: hostile workplace violations, documented acts of moral turpitude, acts of violence and aggression, and insubordination.
- Misconduct that: (1) violates state or university ethics laws, rules or regulations; (2) materially offends the ethics or traditions of the university; or (3) brings material discredit or harm to the reputation of the university.
- Acts of violence or personal conduct, or condoning or encouraging employees or student athletes in such conduct, which may not warrant criminal prosecution, but result in public disrepute, contempt, scandal or ridicule that reflects unfavorably upon the reputation or mission of the university.
- Substantial and manifest incompetence.
- Gross violation or disregard of state or federal laws (excluding minor traffic offenses or non-criminal offenses).
- Deliberate and serious violations of NCAA, conference, or UNIVERSITY rules, regulations, policies or procedures.
- Substantial failure to promote an atmosphere of compliance pursuant to NCAA Bylaw 11.1.2.1.
- Unethical conduct pursuant to NCAA 10.1.

The judgment as to whether the conduct of the Coach constitutes cause under this provision shall not be exercised arbitrarily or capriciously by the University.

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

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

- (1) Title IX of the Education Amendments of 1972;
- (2) the University's Sexual Misconduct Policy; or
- (3) the University of Louisiana System's Sexual Misconduct Policy.

**Termination for Financial Exigency:** Coach may be terminated at any time due to the financial circumstances in which the University and/or the University of Louisiana System has declaration of financial exigency. Such a termination can be based on consideration of budgetary restrictions, and priorities for maintenance of program and services. In the event of such termination, COACH will receive six (6) months' notice of termination or six (6) months regular pay in lieu of such notice. All compensation, including salary, benefits, and other remuneration incidental to employment, cease upon termination.

## 10. **ASSOCIATE/ASSISTANT COACHES**

The Coach shall have the authority to select the associate and assistant coaches with consent of the Athletic Director, President and approval of the Board of Supervisors. Associate and assistant coaches shall be appointed as University unclassified employees.

## 11. **UNIVERSITY FUNDRAISING**

All fundraising activities by Coach must be pre-approved by the Athletic Director, or his designee, to ensure that such activities are in compliance with University policies.

12. **AMENDMENT EXTENSION**

This Contract may be amended and/or extended in writing by the mutual consent of the parties, and approved by the Board.

13. **SEVERABILITY**

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

14. **FORCE MAJEURE**

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

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

**WITNESSES:**

**NORTHWESTERN STATE UNIVERSITY**

\_\_\_\_\_

BY



\_\_\_\_\_  
LACY PREJEAN, Head Coach

\_\_\_\_\_

BY



\_\_\_\_\_  
KEVIN BOSTIAN, Director of Athletics

\_\_\_\_\_

BY



\_\_\_\_\_  
MIKE NEWTON, President  
Demons Unlimited Foundation

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BY



\_\_\_\_\_  
DR. MARCUS JONES, President  
Northwestern State University

\_\_\_\_\_

BY

\_\_\_\_\_  
DR. JAMES HENDERSON, President  
University of Louisiana Board of Supervisors