

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

ATHLETIC COMMITTEE

August 24, 2023

Item G.5. **Southeastern Louisiana University's** request for approval of a contract with Mr. Bobby Barbier, Head Baseball Coach, effective July 1, 2023.

EXECUTIVE SUMMARY

Under the proposed agreement, effective through June 30, 2028, Coach's annual salary is \$150,000. The Baseball Restricted Fund within the Lion Athletics Association (LAA) agrees to fund \$55,000 of the base salary. The current agreement also stipulates that the Coach may be eligible for annual cost of living or merit pay increases in addition to the stated base salary. Coach may be provided the use of a vehicle. Coach will be required to maintain appropriate insurance as required (if vehicle is available) and, if not available, Coach may receive a monthly vehicle allowance of \$500. The LAA will pay salary supplements, subject to all mandatory withholdings and inclusive of retirement payments, on certain specified achievements as follows:

- \$1,500 – Conference Coach of the Year
- \$1,500 – Conference Co-Coach of the Year
- \$5,000 – National Coach of the Year
- \$2,000 – Regular Season Conference Champions
- \$2,000 – Conference Tournament Champions or at-large NCAA Regional bid
- \$5,000 – for Qualifying for NCAA Super Regionals
- \$10,000 – for advancing to the NCAA Men's College World Series
- \$250 – NCAA All American Athlete with GPA over 3.0
- \$100 – NCAA All American Athlete with GPA 2.0-2.9
- \$750 – Team average APR above 980 and 3.0 GPA

In the event the University terminates the contract without cause, Coach shall be entitled to the base salary from the University specified in Sections 3.1 and 3.2 through the end of the fiscal year in which Coach is terminated. The LAA shall pay the amount owed as outlined in Section 3.3. The remaining portion of monies owed to Coach for the period after the fiscal year in which Coach is terminated will be paid by the LAA.

In the event Coach terminates the contract to take another head coach position, the Coach will owe the University the following:

- Termination during first contract year: \$70,000
- Termination during second contract year: \$60,000
- Termination during third contract year: \$50,000
- Termination during fourth contract year: \$40,000
- Termination during fifth contract year: \$30,000

In the event the current Athletic Director, Mr. Jay Artigues, exits the University for any reason or is no longer in his role as Athletic Director, the Coach may terminate the agreement without penalty. Payment to the University shall be due 90 days following notice of termination.

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

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

**CONTRACT OF EMPLOYMENT
OFFICIAL TITLE
HEAD BASEBALL COACH**

**STATE OF LOUISIANA
PARISH OF TANGIPAHOA**

This agreement is made and entered into on this 1st day of July, 2023 between Southeastern Louisiana University through its President, Dr. William Wainwright and Bobby Barbier (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 Southeastern Louisiana University and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the Board.

1.0 Employment

1.1 Southeastern Louisiana University ("UNIVERSITY") does hereby employ COACH as HEAD BASEBALL COACH and COACH does hereby accept employment and agrees to perform all of the services pertaining to MEN'S 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/or Athletics Director ("DIRECTOR").

1.2 COACH shall be responsible, and shall report, directly to 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 the UNIVERSITY's President.

1.3 COACH shall manage and supervise the team and shall perform such other duties in UNIVERSITY's athletics program as the DIRECTOR may assign.

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

1 Coach Initial: BBB Admin Initial: [Signature]

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

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

2.0 Term

2.1 The term of this agreement is commencing on the 1st day of July, 2023 and terminating without further notice to COACH on the 30th day of June, 2028.

2.2 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 the (all) 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.

2.3 This agreement will automatically extend the Term for a period of one year each time the baseball program finishes within the Top 2 (including ties) positions in the conference regular season standings OR if the baseball program has thirty-five (35) or more wins in the previous season. Coach has the sole right to reject an automatic one year extension after it was earned by providing written notice to the Director.

3.0 Compensation

3.1 In consideration of COACH’S services and satisfactory performance of this agreement, the UNIVERSITY shall pay COACH a base annual salary of \$150,000 for the term of this agreement on a bi-weekly basis.

3.2 The COACH may be eligible for annual cost of living or merit pay increases in addition to the stated base salary. The COACH is also subject to pay adjustments according to economic circumstances that affect all similarly compensated employees in the unclassified staff service.

3.3 The Baseball Restricted Fund within the Lion Athletics Association (“LAA”) shall fund \$55,000 of the COACH’s annual base salary.

3.4 The COACH’s annual base salary shall include COACH’s work for fundraising, including speaking engagements, and Radio and/or Television Show.

3.5 The UNIVERSITY also agrees to increase the BASEBALL ASSISTANT COACHES SALARY POOL TO \$162,000 in the first full year of the agreement. Costs associated with the increase will be funded by the Baseball Restricted Fund within the Lion Athletics Association (“LAA”).

3.6 The UNIVERSITY does not guarantee amounts due under this contract beyond the current year of performance. Should the contract be terminated for any reason amounts due shall be determined in accordance with paragraph 13.

4.0 Incentive Compensation

During the time of employment as head coach, COACH will receive the following earned salary supplements. These salary supplements shall be subject to all mandatory withholdings and are inclusive of employer matches for retirement and Medicare payments. The supplements shall be paid from the LAA. Per head coach discretion and written direction; money from incentives can be directed to paid members of his staff in accordance to UNIVERSITY policy and procedures.

The potential earned salary supplements are:

- A. \$1,500.00- Conference Coach of the Year
- B. \$1,500.00- Conference CO- Coach of the Year
- C. \$5,000 – National Coach of the Year
- D. \$2,000 – Regular Season Conference Champions

- E. \$2,000 – Conference Tournament Championship or at-large NCAA Regional bid
- F. \$5,000 for qualifying for NCAA Super Regionals
- G. \$10,000 for advancing to the NCAA Men’s College World Series
- H. \$250.00- NCAA All American Athlete with GPA over 3.0
- I. \$100.00-NCAA All American Athlete with GPA 2.0-2.9
- J. \$750.00 Team average APR above 980 and 3.0 GPA

5.0 Contracts for broadcast and/or telecast

5.1 COACH may host a Television and/or Radio Show to promote the UNIVERSITY and MEN'S BASEBALL Team. Formatting of the show prior to its initial airing must be approved by the DIRECTOR. It is specifically agreed that in the filming or producing of such television and/or Radio Show, COACH agrees to the following:

- (a) Assign of rights to collect and earn all sponsorship revenue generated by and on behalf any television and/or radio broadcast(s) to the LAA;
- (b) Designate the LAA, or its designee, as the sole solicitor of corporate sponsorships of any television and/or radio broadcasts on behalf of the COACH;
- (c) Comply with requests by the LAA, or its designee for generating corporate sponsorship(s), or the Athletic Director to meet and/or visit existing or potential corporate sponsors in an effort to maintain or increase sponsorship revenue.

5.2 It is specifically agreed that in the filming or producing of such television and/or Radio Show, COACH acts for himself in his private capacity and not as an agent or employee of the UNIVERSITY and that this agreement constitutes merely a license to use the property and facilities subject to the conditions hereafter stated.

- (a) The COACH, or the LAA agrees to pay the UNIVERSITY all out-of-pocket costs incurred by the UNIVERSITY in the filming or production of the television and radio 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 television and radio show and available for verification by University auditors.
- (d) The COACH agrees to protect, indemnify and save harmless the UNIVERSITY from and against any 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 television and radio show.
- (e) The COACH is an independent contractor during said broadcast 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 COACH will notify the DIRECTOR of any problems that may arise from the television and/or radio show.

5.3 The COACH agrees to follow sponsorship agreement regulations as set forth by the University Athletics Department, the Office of University Advancement and the LAA. All shows must be in compliance with all NCAA and Gender Equity provisions.

6.0 Camps and Clinics

6.1 COACH may operate a camp(s) for the teaching of athletics pursuits on the University property. The use of University facilities will be determined by the availability of those facilities as established by the UNIVERSITY.

6.2 It is specifically agreed that in the operation of such camps, COACH acts as an independent contractor and not as an agent or employee of the UNIVERSITY and that this agreement constitutes merely a license to use the property and facilities subject to the conditions hereafter stated.

- (a) COACH will be required to sign a separate agreement through the appropriate University department as it relates to the operation of such camp(s). Facility and other fees required as part of this separate agreement will be consistent with the fees charged to other independent contractors for similar facilities and/or consistent with policies in place at the time the separate agreement is signed.



- (b) 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.
- (c) The COACH agrees to pay the University all out-of-pocket costs incurred by the University in making the facilities available for the camps.
- (d) 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.
- (e) Annual leave shall be requested to cover the dates and times of the camp operation for all University personnel involved.
- (f) Complete records will be maintained regarding income and expenditures associated with said camp and available for verification by University auditors.
- (g) 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.
- (h) 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.
- (i) The DIRECTOR and the Director of Auxiliary Services will be the administrative officers 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.

7.0 Employee Benefits

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

7.2 Courtesy/Leased Vehicle Benefit

- (a) 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 shall be made by the Athletics Director.
 - (1) Should a courtesy/leased vehicle arrangement not be available with a local dealership, COACH may receive a monthly monetary allowance not to exceed \$500.00 toward the expense of a vehicle. Funding for the allowance must originate from sources outside of the University upon signature of this agreement. The University will disburse the allowance to COACH in equal monthly installments using University normal payroll procedures. The COACH agrees to abide by all rules and regulations as outlined in PPM 49.
- (b) 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.
- (c) 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).

7.3 For each MEN'S BASEBALL season, COACH shall be entitled to a total of ten (10) tickets per home MEN'S BASEBALL game and two (2) tickets to all other regular season home athletics competitions.

8.0 Outside Income-Subject to Compliance with Board Rules

8.1 The COACH shall be authorized to earn other revenue while employed by the UNIVERSITY, but such activities are independent of his University employment and the UNIVERSITY shall have no responsibility for any claims arising there from. COACH shall be entitled to retain revenue generated from his operation of MEN'S BASEBALL camps and/or MEN'S BASEBALL clinics in accordance with University policy relating to camps or clinics conducted by Athletics Department

personnel. All outside income will be subject to approval in accordance with state law and the policies of the Board of Supervisors for the University of Louisiana System.

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

9.0 Apparel, Equipment Endorsements

The UNIVERSITY shall receive and then pay to COACH any funds for which he is responsible in obtaining for the UNIVERSITY through his endorsements of 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. Any payments received shall not be in conflict with University polices, the University of Louisiana System policies, or the laws of the State of Louisiana.

All equipment received by COACH as part of a sponsorship agreement of endorsement must be reported to the DIRECTOR.

10.0 Compliance with NCAA, Conference and University Rules

10.1 COACH shall abide by the rules and regulations of the NCAA, Conference and University rules, Board of Supervisor rules, and the Laws of the State of Louisiana. COACH shall also promote an atmosphere of compliance and monitor the compliance of COACH's staff (NCAA Bylaw 11.1.1). If COACH is found in violation of NCAA regulations, the COACH shall be subject to disciplinary or

corrective action as set forth in the NCAA enforcement procedures (NCAA Bylaw 11.2.1). COACH may be suspended for a period of time, without pay, or the employment of COACH may be terminated if COACH is found to be involved in deliberate, serious, and/or repetitive violations of NCAA, Conference and University regulations (NCAA Bylaw 11.2.1).

10.2 Pursuant to NCAA Bylaw 11.2.1, The UNIVERSITY and COACH 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 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.

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

10.4 COACH must maintain a general understanding of and assure adherence to NCAA, Southland Conference, and Institutional rules and regulations.

11.0 Title IX and Sexual Misconduct Policy Reporting and Compliance

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

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

- (a) Title IX of the Education Amendments of 1972;
- (b) The University's Sexual Misconduct Policy; or
- (c) The University of Louisiana System's Sexual Misconduct Policy.

12.0 Coaching Staff

12.1 COACH shall have the authority to select unclassified MEN'S BASEBALL personnel upon authorization by the DIRECTOR and approval by the President and the Board of Supervisors for the University of Louisiana System.

12.2 COACH is expected to demonstrate a commitment to NCAA, Conference and UNIVERSITY through monitoring COACH's staff activities.

13.0 Termination

13.1 Prior to termination of COACH, University will obtain approval from the President of the University of Louisiana System. In the event that the UNIVERSITY terminates COACH, without cause, the COACH shall be entitled to the base salary specified in Section 3.1 and Section 3.2 for the remainder of the term specified in section 2.0. If the University chooses to terminate the Contract at any time during this contract, payments to the coach will be made as follows:

- (a) The University shall pay the amount of base salary owed to COACH as outlined in Section 3.1 and 3.2 from the date of termination to the end of the fiscal year in which the coach is terminated.
- (b) The LAA shall pay the amount owed to COACH as outlined in Sections 3.3 from the date of termination to the end of the fiscal year in which the coach is terminated.

(c) The remaining portion of money owed to COACH as outlined in Section 3.1, 3.2 and 3.3 for the period after the fiscal year in which the coach is terminated shall be paid by the LAA. Payment shall be made over the course of the remaining Term of the Agreement as outlined in Section 2.0, including automatic extensions. Payment will be made in equal bi-weekly payments as if the Agreement were still in effect.

13.2 In the event that COACH terminates the contract to take another head coach position, the COACH will owe the University the following:

- Termination during first contract year: \$70,000.
- Termination during second contract year: \$60,000.
- Termination during third contract year: \$50,000
- Termination during fourth contract year: \$40,000
- Termination during fifth contract year: \$30,000.

COACH may terminate the agreement without penalty for any reason, other than taking a head coach position. In the event Jay Artigues is no longer in his role as Athletic Director, COACH may terminate the Agreement without penalty.

COACH shall pay the University the required liquidated damages within ninety (90) days of termination.

13.3 COACH may be terminated by the DIRECTOR for cause at any time for:

- (a) Misconduct, including but not limited to: hostile workplace violations, documented acts of moral turpitude, acts of violence and aggression, and insubordination.
- (b) Misconduct that: (1) violates state or University ethics laws, rules or regulations; (2) offends the ethics or traditions of the University; or (3) brings discredit or harm to the reputation of the University. This would include speaking negatively in the community about the UNIVERSITY, its Administration, and/or Staff.

- (c) Acts of violence or personal conduct, or condoning or encouraging employees or student-athletes in such conduct, which may not warrant criminal prosecution but result in public disrepute, contempt, scandal or ridicule that reflects unfavorably upon the reputation or mission of the University.
- (d) Substantial and manifest incompetence.
- (e) Violation or gross disregard of state or federal laws.
- (f) Deliberate and serious violations of NCAA, conference, or UNIVERSITY rules, regulations, policies or procedures.
- (g) Failure to promote an atmosphere of compliance pursuant to NCAA Bylaw 11.1.1.1
- (h) Unethical conduct pursuant to NCAA Bylaw 10.1

13.4 All compensation, including salary, benefits, incentive compensation 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 shall be due if termination is for just cause.

13.5 Either party may opt to terminate this contract in the event that UNIVERSITY's athletics program undergoes a division reclassification. In the event of such termination, COACH will receive a 90 calendar day notice of termination or 90 days of regular pay in lieu of such notice, as determined by the UNIVERSITY. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination.

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

remuneration incidental to employment, cease upon termination. In such case, neither the UNIVERSITY nor the employee will be liable for any buyouts.

13.7 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 a 90 calendar day notice of termination or 90 days of regular pay in lieu of such notice, as determined by the UNIVERSITY. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination.

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

14.0 Fundraising


All fundraising activities by COACH must be pre-approved by the DIRECTOR, or his designee, to ensure that such activities are in compliance with University policies as set forth by the Athletics Department, the Office of University Advancement and the LAA. COACH is responsible for meeting the fundraising amount reasonably set by the DIRECTOR in each fiscal year.

15.0 Force Majeure

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

16.0 Severability

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


PRESIDENT – Dr. William Wainwright Date
Southeastern Louisiana University


Jay Arigues 7/26/23
DIRECTOR OF ATHLETICS Date


Bobby Barbier 7-26-23
HEAD BASEBALL COACH Date


PRESIDENT 7/26/23
LION ATHLETICS ASSOCIATION Date

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

SECRETARY - BOARD OF SUPERVISORS

BETWEEN:

STATE OF LOUISIANA

Southeastern Louisiana University AND

PARISH OF TANGIPAHOA

Lion Athletics Association AND

HEAD BASEBALL COACH

AGREEMENT
HEAD BASEBALL COACH

This is an agreement between the Lion Athletics Association, Southeastern Louisiana University, and Bobby Barbier the University HEAD BASEBALL COACH.

1.

The Lion Athletics Association desires to assist and aid Southeastern Louisiana University in the employment of the Head MEN'S BASEBALL coach. To that end, the Lion Athletics Association agrees to pay any sums which may be due upon the termination of the Head Coach as per the Termination Section 13.0. This does not include any sums which may be due to Head Coach by the University for the current contract year.

2.


The Lion Athletics Association acknowledges that it has agreed to pay or supplement the salary of the Head MEN'S BASEBALL Coach in the amount as per paragraph 3.0 and 4.0 of the Head Coach's Contract of Employment with Southeastern Louisiana University.

3.

The Lion Athletics Association and Head MEN'S BASEBALL Coach hereby acknowledge that they have been provided a copy of this agreement and the Head Coach's contract, and all agree to be bound by the terms of each agreement.

15 Coach Initial:  Admin Initial: 

Entered into this _____ day of _____, 20__.

 8/1/23
PRESIDENT – Dr. William Wainwright Date
Southeastern Louisiana University

 7/26/23
Jay Artigues Date
ATHLETICS DIRECTOR

 7/26/23
Bobby Barbier Date
HEAD BASEBALL COACH

 7/26/23
PRESIDENT Date
LION ATHLETICS ASSOCIATION

Approved by the Board of Supervisors for the University of Louisiana System at its meeting on

the _____ day of _____, 20__.

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





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

ATHLETIC COMMITTEE

August 24, 2023

Item G.6. **Southeastern Louisiana University's** request for approval of a contract with Mr. Michael Rheams, Head Track and Field Coach, effective August 1, 2023.

EXECUTIVE SUMMARY

Under the proposed agreement, effective through July 31, 2024, Coach's annual salary is \$59,926. The current agreement also stipulates that the Coach may be eligible for annual cost of living or merit pay increases in addition to the stated base salary. Coach may be provided the use of a vehicle. Coach will be required to maintain appropriate insurance as required (if vehicle is available) and, if not available, Coach may receive a monthly vehicle allowance of \$500. The Lion Athletics Association (LAA) will pay salary supplements, subject to all mandatory withholdings and inclusive of retirement payments, on certain specified achievements as follows:

- \$250 – Conference Coach of the Year
- \$150 – Conference Co-Coach of the Year
- \$2,000 – for NCAA Post season (Team) or Conference Season (Team) Championship
- \$2,000 – for each round advanced NCAA Tournament
- \$10,000 – for winning the NCAA National Championship
- \$250 – NCAA All American Athlete with GPA over 3.0
- \$100 – NCAA All American Athlete with GPA 2.0-2.9
- \$250 – Team average APR above 965
- \$100 – Individuals who qualify for NCAA Championship-Beyond team competition

In the event the University terminates the contract without cause, Coach shall be entitled to \$15,000 from the LAA. In the event Coach terminates the contract without cause to become another Division 1 head coach, Coach would be liable to the University for \$15,000. Coach will be responsible for the base salary if he leaves for a conference school head coaching position.

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Southeastern Louisiana University's request for approval of a contract with Mr. Michael Rheams, Head Track and Field Coach, effective August 1, 2023.

**CONTRACT OF EMPLOYMENT
HEAD TRACK AND FIELD COACH**

**STATE OF LOUISIANA
PARISH OF TANGIPAHOA**

This agreement is made and entered into on this 1st day of July, 2023 between Southeastern Louisiana University through its President, Dr. William Wainwright and Michael Rheams (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 Southeastern Louisiana University, and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the Board.

1.0 Employment

1.1 Southeastern Louisiana University ("UNIVERSITY") does hereby employ COACH as HEAD TRACK AND FIELD COACH and COACH does hereby accept employment and agrees to perform all of the services pertaining to TRACK AND FIELD 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/or Athletics Director ("DIRECTOR").

1.2 COACH shall be responsible, and shall report, directly to 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 the UNIVERSITY's President.

1.3 COACH shall manage and supervise the team and shall perform such other duties in UNIVERSITY's athletics program as the DIRECTOR may assign.

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

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

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

2.0 Term

2.1 The term of this agreement is for a fixed period, commencing on the 1st day of August, 2023 and terminating without further notice to COACH on the 31st day of July, 2024 unless extended under the terms of this agreement.

2.2 This agreement is renewable solely upon an offer from the UNIVERSITY and an acceptance by COACH, both of which must be in writing and signed by the (all) parties, and approved by the Board. This agreement in no way grants the 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.

3.0 Compensation

3.1 In consideration of COACH’S services and satisfactory performance of this agreement, the UNIVERSITY shall pay COACH a base annual salary of \$59,926 for the term of this agreement on a bi-weekly basis.

3.2 The COACH may be eligible for annual cost of living or merit pay increases in addition to the stated base salary. The COACH is also subject to pay adjustments according to economic circumstances that affect all similarly compensated employees in the unclassified staff

service.

3.3 The UNIVERSITY does not guarantee amounts due under this contract beyond the current year of performance. Should the contract be terminated for any reason amounts due shall be determined in accordance with paragraph 13.

4.0 Incentive Compensation

During the time of employment as head coach, COACH will have the opportunity to receive the following earned salary supplements. These salary supplements shall be subject to all mandatory withholdings and are inclusive of employer matches for retirement and Medicare payments. The supplements shall be paid from the Lion Athletics Association. Any obligations of the Lion Athletics Association that have accrued will terminate should the coach leave the UNIVERSITY. Per head coach discretion and written direction; money from incentives can be directed to paid members of his/her staff in accordance to UNIVERSITY policy and procedures.

The potential earned salary supplements are:

- A. \$250.00- Conference Coach of the Year
- B. \$150.00- Conference CO- Coach of the Year
- C. \$2,000- for NCAA Post Season (Team) or Conference Season (Team) Championship
- D. \$2,000- for each round advanced NCAA Tournament
- E. \$10,000 for winning the NCAA National Championship
- F. \$250.00- NCAA All American Athlete with GPA over 3.0
- G. \$100.00-NCAA All American Athlete with GPA 2.0-2.9
- H. \$250.00 Team average APR above 965
- I. \$ 100.00 Individuals that qualify for NCAA Championship-Beyond team competition.

5.0 Contracts for broadcast and/or telecast

5.1 COACH may host a Television and/or Radio Show to promote the UNIVERSITY and Team with approval of the DIRECTOR. Formatting of the show prior to its initial airing must be approved by the DIRECTOR. It is specifically agreed that in the filming or producing of such television and/or Radio Show, COACH agrees to the following:

- (a) Assign his/her rights to collect and earn all sponsorship revenue generated by and on behalf any television and/or radio broadcast(s) to the LAA;
- (b) Designate the LAA, or its designee, as the sole solicitor of corporate sponsorships of any television and/or radio broadcasts on behalf of the COACH;
- (c) Comply with requests by the LAA, or its designee for generating corporate sponsorship(s), or the Athletic Director to meet and/or visit existing or potential corporate sponsors in an effort to maintain or increase sponsorship revenue.

5.2 It is specifically agreed that in the filming or producing of such television and/or Radio Show, COACH acts for himself/herself in his/her private capacity and not as an agent or employee of the UNIVERSITY and that this agreement constitutes merely a license to use the property and facilities subject to the conditions hereafter stated.

- (a) The COACH, or the LAA agrees to pay the UNIVERSITY all out-of-pocket costs incurred by the UNIVERSITY in the filming or production of the television and radio 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 television and radio show and available for verification by University auditors.
- (d) The COACH agrees to protect, indemnify and save harmless the UNIVERSITY from and against any 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 television and radio show.

- (e) The COACH is an independent contractor during said broadcast 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 COACH will notify the DIRECTOR of any problems that may arise from the television and/or radio show.

5.3 The COACH agrees to follow sponsorship agreement regulations as set forth by the University Athletics Department, the Office of University Advancement and the Lion Athletics Association. All shows must be in compliance with all NCAA and Gender Equity provisions.

6.0 Camps and Clinics

6.1 COACH may operate a camp(s) for the teaching of athletics pursuits on the University property. The use of University facilities will be determined by the availability of those facilities as established by the UNIVERSITY.

6.2 It is specifically agreed that in the operation of such camps, COACH acts as an independent contractor and not as an agent or employee of the UNIVERSITY and that this agreement constitutes merely a license to use the property and facilities subject to the conditions hereafter stated.

- (a) COACH will be required to sign a separate agreement through the appropriate University department as it relates to the operation of such camp(s). Facility and other fees required as part of this separate agreement will be consistent with the fees charged to other independent contractors for similar facilities and/or consistent with policies in place at the time the separate agreement is signed.
- (b) 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.

- (c) The COACH agrees to pay the University all out-of-pocket costs incurred by the University in making the facilities available for the camps.
- (d) 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.
- (e) Annual leave shall be requested to cover the dates and times of the camp operation for all University personnel involved.
- (f) Complete records will be maintained regarding income and expenditures associated with said camp and available for verification by University auditors.
- (g) 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.
- (h) 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.
- (i) The DIRECTOR and the Director of Auxiliary Services will be the administrative officers 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.

7.0 Employee Benefits

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

7.2 Courtesy/Leased Vehicle Benefit

- (a) 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 shall be made by the Athletics Director.
 - (1) Should a courtesy/leased vehicle arrangement not be available with a local dealership, COACH may receive a monthly monetary allowance not to exceed \$500 toward the expense of a vehicle. Funding for the allowance must originate from sources outside of the University upon signature of this agreement. The University will disburse the allowance to COACH in equal monthly installments using University normal payroll procedures. The COACH agrees to abide by all rules and regulations as outlined in PPM 49.
- (b) 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.
- (c) 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).

7.3 For each TRACK AND FIELD season, COACH shall be entitled to a total of ten (10) tickets per home TRACK AND FIELD competition and two (2) tickets to all other regular season home athletics competitions.

8.0 Outside Income-Subject to Compliance with Board Rules

8.1 The 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 TRACK AND FIELD camps and/or clinics in accordance with University policy relating to camps or clinics conducted by Athletics

Department personnel. All outside income will be subject to approval in accordance with state law and the policies of the Board of Supervisors for the University of Louisiana System.

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

9.0 Apparel, Equipment Endorsements

The UNIVERSITY shall receive and then 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. Any payments received shall not be in conflict with University polices, the University of Louisiana System policies, or the laws of the State of Louisiana.

All equipment received by COACH as part of a sponsorship agreement of endorsement must be reported to the DIRECTOR.

10.0 Compliance with NCAA, Conference and University Rules

10.1 COACH shall abide by the rules and regulations of the NCAA, Conference and University rules, Board of Supervisor rules, and the Laws of the State of Louisiana. COACH shall also promote an atmosphere of compliance and monitor the compliance of COACH's staff (NCAA

Bylaw 11.1.1). If COACH is found in violation of NCAA regulations, the COACH shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA Bylaw 11.2.1). COACH may be suspended for a period of time, without pay, or the employment of COACH may be terminated if COACH is found to be involved in deliberate, serious, and/or repetitive violations of NCAA, Conference and University regulations (NCAA Bylaw 11.2.1).

10.2 Pursuant to NCAA Bylaw 11.2.1, The UNIVERSITY and COACH 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 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.

10.3 COACH shall also abide by the State of Louisiana Code of Government Ethics, University Policy and Regulations, and the policies and regulations of the University of Louisiana System. In public appearances he/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.

10.4 COACH must maintain a general understanding of and assure adherence to NCAA, Southland Conference, and Institutional rules and regulations.

11.0 Title IX and Sexual Misconduct Policy Reporting and Compliance

11.1 COACH shall promptly report to the University's Title IX Coordinator any Known Violation(s) of the University or the University of Louisiana System's Sexual Misconduct Policy (including, but not limited to sexual harassment, sexual assault, sexual exploitation, domestic

violence and stalking) that involve any student, faculty, or staff or that is in connection with a University sponsored activity or event. Any emergency 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.

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

- (a) Title IX of the Education Amendments of 1972;
- (b) The University's Sexual Misconduct Policy; or
- (c) The University of Louisiana System's Sexual Misconduct Policy.

12.0 Coaching Staff

12.1 COACH shall have the authority to select unclassified TRACK AND FIELD personnel upon authorization by the DIRECTOR and approval by the President and the Board of Supervisors for the University of Louisiana System.

12.2 COACH is expected to demonstrate a commitment to NCAA, Conference and UNIVERSITY through monitoring COACH's staff activities.

13.0 Termination

13.1 Prior to termination of COACH, University will obtain approval from the President of the University of Louisiana System. In the event the UNIVERSITY terminates the Contract without cause, the COACH shall be entitled to \$15,000. The liquidated damages shall be due and payable in lump sum within sixty (60) days of the date of termination payable from the Lion

Athletics Association.

13.2 In the event that COACH terminates the contract to take another Division I head coaching job prior to the completion of the terms of the contract, the COACH will be liable to pay the University \$15,000. COACH will be responsible for the base salary if he/she leaves for a conference school head coaching position. If COACH terminates this contract for any other reason than becoming employed as a Division I Head TRACK AND FIELD coach, COACH shall have no responsibility, obligation, or liability to the UNIVERSITY.

13.3 COACH may be terminated by the DIRECTOR for cause at any time for:

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

regulations, policies or procedures.

(g) Failure to promote an atmosphere of compliance pursuant to NCAA Bylaw

11.1.1.1

(h) Unethical conduct pursuant to NCAA Bylaw 10.1

(i) The team's multi-year APR falling below the NCAA minimum at any time during this contract.

(j) Any determined violation of Title IX of the Education Amendments of 1972.

13.4 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 shall be due if termination is for just cause.

13.5 Either party may opt to terminate this contract in the event that UNIVERSITY's athletics program undergoes a division reclassification. In the event of such termination, COACH will receive a 90 calendar day notice of termination or 90 days of regular pay in lieu of such notice, as determined by the UNIVERSITY. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination.

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

termination.

13.7 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 a 90 calendar day notice of termination or 90 days of regular pay in lieu of such notice, as determined by the UNIVERSITY. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination.

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

14.0 Fundraising


All fundraising activities by COACH must be pre-approved by the DIRECTOR, or his/her designee, to ensure that such activities are in compliance with University policies as set forth by the Athletics Department, the Office of University Advancement and the Lion Athletics Association. COACH is responsible for meeting the fundraising amount set by the DIRECTOR in each fiscal year. Failing to meet fundraising goals each fiscal year set by the DIRECTOR may be cause for termination of this contract with cause.

15.0 Force Majeure


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

16.0 Severability

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


PRESIDENT -Dr. William Wainwright Date
Southeastern Louisiana University


Jay Artigues Date
DIRECTOR OF ATHLETICS


Michael Rheams Date
HEAD TRACK AND FIELD COACH


PRESIDENT Date
LION ATHLETICS ASSOCIATION

Approved by the Board of Supervisors of the University of Louisiana System at its meeting on the ____ day of _____, 20__.

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

STATE OF LOUISIANA
PARISH OF TANGIPAHOA

BETWEEN:
Southeastern Louisiana University AND
Lion Athletics Association AND
HEAD TRACK AND FIELD COACH

AGREEMENT
HEAD TRACK AND FIELD COACH

This is an agreement between the Lions Athletic Association, Southeastern Louisiana University, and Michael Rheams the University HEAD TRACK AND FIELD COACH.

1.

The Lion Athletics Association desires to assist and aid Southeastern Louisiana University in the employment of the Head TRACK AND FIELD coach. To that end, the Lion Athletics Association agrees to pay any sums which may be due upon the termination of the Head Coach as per the Termination Section 13.0. This does not include any sums which may be due to Head Coach by the University for the current contract year.

2.

The Lion Athletics Association acknowledges that it has agreed to pay or supplement the salary of the Head TRACK AND FIELD Coach in the amount as per paragraph 4.0 of the Head Coach's Contract of Employment with Southeastern Louisiana University.

3.

The Lion Athletics Association and Head TRACK AND FIELD Coach hereby acknowledge that they have been provided a copy of this agreement and the Head Coach's contract, and all agree to be bound by the terms of each agreement.

Entered into this _____ day of _____, 20__.

 8/1/23
PRESIDENT -Dr. William Wainwright Date
Southeastern Louisiana University

 7/25/23
Jay Artigues Date
ATHLETICS DIRECTOR

 7-24-23
Michael Rheams Date
HEAD TRACK AND FIELD COACH

 7/26/23
PRESIDENT Date
LION ATHLETICS ASSOCIATION

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

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

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

ATHLETIC COMMITTEE

August 24, 2023

Item G.7. Southeastern Louisiana University's request for approval of contractual agreements between various Assistant Coaches, Southeastern Louisiana University, and the Lion Athletics Association.

EXECUTIVE SUMMARY

The University is requesting the approval of the following Assistant Coaches' Contracts for Employment:

- **Allison Byler, Assistant Women's Volleyball Coach** - Under the proposed agreement from July 1, 2023 through December 31, 2024, Assistant Coach's annual salary is \$35,000. The Volleyball Restricted Fund within the Lion Athletics Association (LAA) agrees to fund \$55,000 of the base salary.
- **Taylor Dugas, Assistant Baseball Coach** - Under the proposed agreement from July 1, 2023 through June 30, 2024, Assistant Coach's annual salary is \$72,000. The Baseball Restricted Fund within the LAA agrees to fund \$26,000 of the base salary.
- **Spencer Goodwin, Assistant Baseball Coach** - Under the proposed agreement from July 5, 2023 through June 30, 2024, Assistant Coach's annual salary is \$35,000.
- **Cody McCoy, Assistant Men's Basketball Coach** - Under the proposed agreement from July 1, 2023 through April 30, 2024, Assistant Coach's annual salary is \$55,250. The Men's Basketball Restricted Fund within the LAA agrees to fund \$8,000 of the base salary.
- **Andrew Riley, Assistant Men's Basketball Coach** - Under the proposed agreement from July 1, 2023 through April 30, 2024, Assistant Coach's annual salary is \$42,000. The Men's Basketball Restricted Fund within the LAA agrees to fund \$5,000 of the base salary.

Incentive Compensation

The Lion Athletics Association will pay salary supplements, subject to all mandatory withholdings and inclusive of retirement payments.

Termination

Should the University terminate the agreement without cause prior to the expiration of its current term, it shall be liable to Assistant Coach for liquidated damages which shall include all amounts of compensation as outlined in Section 3.1 and 3.2 of the agreement which would have been owed to Assistant Coach had he/she completed the term. Amounts due for the year which come due during the current fiscal year ending June 30 shall be paid by the University. The remaining amounts due which come due beyond the current fiscal year shall be funded solely by the Lion Athletics Association.

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves Southeastern Louisiana University's request for approval of contracts with the following Assistant Coaches: Allison Byler, Taylor Dugas, Spencer Goodwin, Cody McCoy, and Andrew Riley.*



G.7.

August 3, 2023

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

Re: Athletics Coaches Contracts

Dear Dr. Henderson:

Southeastern Louisiana University respectfully requests the following athletics coaches' contracts be placed on the agenda for the August 2022 meeting of the Board of Supervisors.

- Head Baseball Coach, Bobby Barbier
- Head Track and Field Coach, Michael Rheams
- Various Assistant Coach Contracts
 - Assistant Women's Volleyball Coach, Allison Byler
 - Assistant Baseball Coach, Taylor Dugas
 - Assistant Baseball Coach, Spencer Goodwin
 - Assistant Men's Basketball Coach, Cody McCoy
 - Associate Men's Basketball Coach, Andrew Riley

Your consideration of this request is greatly appreciated.

Sincerely,

William S. Wainwright, Ph.D.
President

Attachments

**CONTRACT OF EMPLOYMENT
ASSISTANT WOMEN'S VOLLEYBALL COACH**

**STATE OF LOUISIANA
PARISH OF TANGIPAHOA**

This agreement is made and entered into on this 1st day of July, 2023 between Southeastern Louisiana University through its President, Dr. William Wainwright and Allison Byler (hereinafter referred to as "ASSISTANT COACH"). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for Southeastern Louisiana University, and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the Board.

1.0 Employment

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

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

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

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

Coach Initial: AB Admin Initial: [Signature]

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

2.0 Term

2.1 The term of this agreement is for a fixed period, commencing on the 1st day of July, 2023 and terminating without further notice to ASSISTANT COACH on the 30th day of December, 2024 unless extended under the terms of this agreement.

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

3.0 Compensation

3.1 In consideration of ASSISTANT COACH ’S services and satisfactory performance of this agreement, the UNIVERSITY shall pay ASSISTANT COACH a base annual salary of \$35,000 for the term of this agreement on a bi-weekly basis.

3.2 The ASSISTANT COACH may be eligible for annual cost of living or merit pay increases in addition to the stated base salary. The ASSISTANT COACH is also subject to pay adjustments according to economic circumstances that affect all similarly compensated employees in the unclassified staff service.

3.3 The Volleyball Restricted Fund within the Lion Athletics Association (LAA) agrees to fund \$5,000 of ASSISTANT COACH’S base annual salary.

3.4 The ASSISTANT COACH may also be eligible for additional supplemental pay as recommended by the HEAD WOMEN'S VOLLEYBALL COACH and approved by the Athletic Director, Vice President for Administration & Finance, and the President. Any such supplemental pay shall be paid by the Lion Athletics Association (LAA).

Coach Initial: AB Admin Initial: D

3.5 The UNIVERSITY does not guarantee amounts due under this contract beyond the current year of performance. Should the contract be terminated for any reason amounts due shall be determined in accordance with paragraph 8.

4.0 Employee Benefits

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

4.2 Courtesy/Leased Vehicle Benefit

- (a) ASSISTANT COACH may receive a courtesy/leased vehicle if an arrangement can be made through a local dealership. The benefit shall not be considered earned income for the purpose of computation of retirement benefits, and ASSISTANT COACH shall be responsible for all applicable taxes. The University has no obligation to furnish a vehicle to ASSISTANT COACH. The arrangements for a vehicle must be made by the Athletic Director.
- (b) Insurance on any courtesy/leased vehicle must be paid for by the dealership, the ASSISTANT COACH, or from some other arrangement agreed to by the Athletic Director.
- (c) The ASSISTANT COACH may be reimbursed for miles driving the courtesy/leased vehicle on school-sponsored business as authorized and approved following the University of Louisiana System Athletic Travel Policy No. IA-V.(2a). The ASSISTANT COACH further agrees to abide by all rules and regulations as outlined in PPM 49.

4.3 For each WOMEN'S VOLLEYBALL season, ASSISTANT COACH shall be entitled to a total of four (4) tickets per home WOMEN'S VOLLEYBALL game and two (2) tickets to all other regular season home athletics competitions.

5.0 Outside Income-Subject to Compliance with Board Rules

5.1 The ASSISTANT COACH shall be authorized to earn other revenue while employed by the University, but such activities are independent of his/her University employment and the UNIVERSITY shall have no responsibility for any claims arising there from. ASSISTANT COACH shall be entitled to retain revenue generated from his/her operation of WOMEN'S VOLLEYBALL camps and/or clinics in accordance with University policy relating to camps or clinics conducted by Athletics Department personnel. All outside income will be subject to approval in accordance with state law and the policies of the Board of Supervisors for the University of Louisiana System.

Coach Initial: AB Admin Initial: [Signature]

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

6.0 Compliance with NCAA, Conference and University Rules

6.1 ASSISTANT COACH shall abide by the rules and regulations of the NCAA, Conference and University rules, Board of Supervisor rules, and the Laws of the State of Louisiana. ASSISTANT COACH shall also promote an atmosphere of compliance and monitor the compliance of ASSISTANT COACH's staff (NCAA Bylaw 11.1.1). If ASSISTANT COACH is found in violation of NCAA regulations, the ASSISTANT COACH shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA Bylaw 11.2.1). ASSISTANT COACH may be suspended for a period of time, without pay, or the employment of ASSISTANT COACH may be terminated if ASSISTANT COACH is found to be involved in deliberate, serious, and/or repetitive violations of NCAA, Conference and University regulations (NCAA Bylaw 11.2.1).

6.2 Pursuant to NCAA Bylaw 11.2.1, The UNIVERSITY and ASSISTANT COACH acknowledge and agree that (1) ASSISTANT COACH has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case (see NCAA Bylaw 19.2.3 for examples of full cooperation), and (2) an individual found in violation of NCAA regulations shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA infractions process (see NCAA Bylaw 19), including suspension without pay or termination of employment.

6.3 ASSISTANT COACH shall also abide by the State of Louisiana Code of Government Ethics, University Policy and Regulations, and the policies and regulations of the University of Louisiana System. In public appearances he/she shall at all times conduct

Coach Initial: AB Admin Initial:

himself/herself in a manner that befits a University official and shall always attempt to create goodwill and a good image for the UNIVERSITY.

6.4 ASSISTANT COACH must maintain a general understanding of and assure adherence to NCAA, Southland Conference, and Institutional rules and regulations.

7.0 Title IX and Sexual Misconduct Policy Reporting and Compliance

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

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

- (a) Title IX of the Education Amendments of 1972;
- (b) The University's Sexual Misconduct Policy; or
- (c) The University of Louisiana System's Sexual Misconduct Policy.

8.0 Termination

8.1 The HEAD WOMEN'S VOLLEYBALL COACH may recommend termination of ASSISTANT COACH to the President with the approval of the Athletic Director. In the event the UNIVERSITY terminates the Contract without cause, the ASSISTANT COACH shall be entitled to the base salary specified in Section 3.1 and Section 3.2 for the remainder of the term specified in Section 2.1. If the University chooses to terminate the ASSISTANT COACH at any time during this contract, payments to the coach will be made as follows:

Coach Initial: AB Admin Initial: [Signature]

- (a) The University shall pay the amount of base salary owed to ASSISTANT COACH as outlined in Section 3.1 and 3.2 from the date of termination to the end of the fiscal year in which the ASSISTANT COACH is terminated.
- (b) The remaining portion of money owed to ASSISTANT COACH as outlined in Section 3.1 and 3.2 for the period after the fiscal year in which the ASSISTANT COACH is terminated shall be paid by the Lion Athletics Association (LAA).

8.2 ASSISTANT COACH may be terminated by the ~~Choose an item.~~ for cause at any time for:

- (a) Misconduct, including but not limited to: hostile workplace violations, documented acts of moral turpitude, acts of violence and aggression, and insubordination.
- (b) Misconduct that: (1) violates state or University ethics laws, rules or regulations; (2) offends the ethics or traditions of the University; or (3) brings discredit or harm to the reputation of the University. This would include speaking negatively in the community about the UNIVERSITY, its Administration, and/or Staff.
- (c) Acts of violence or personal conduct, or condoning or encouraging employees or student-athletes in such conduct, which may not warrant criminal prosecution but result in public disrepute, contempt, scandal or ridicule that reflects unfavorably upon the reputation or mission of the University.
- (d) Substantial and manifest incompetence
- (e) Violation or gross disregard of state or federal laws
- (f) Deliberate and serious violations of NCAA, conference, or UNIVERSITY rules, regulations, policies or procedures.
- (g) Failure to promote an atmosphere of compliance pursuant to NCAA Bylaw 11.1.1
- (h) Unethical conduct pursuant to NCAA Bylaw 10.1
- (i) Any determined violation of Title IX of the Education Amendments of 1972.

Coach Initial: AB Admin Initial: [Signature]

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

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

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

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

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

9.0 Force Majeure

Neither party shall be considered in default of performance of his or its obligations under this Agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution.

Coach Initial:

AB


Admin Initial:



civil commotion, strike, lockout, epidemic, accident, fire, wind or flood or any requirements of law, or an act of God.


10.0 Severability

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

 8/1/23
PRESIDENT -Dr. William Winwright Date
Southeastern Louisiana University

 7/26/23
Jay Artigues Date
DIRECTOR OF ATHLETICS

 7/24/23
Allison Byler Date
ASSISTANT COACH - WOMEN'S VOLLEYBALL

 7/26/23
PRESIDENT Date
LION ATHLETICS ASSOCIATION

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

SECRETARY - BOARD OF SUPERVISORS

Coach Initial:  Admin Initial: 

BETWEEN:

STATE OF LOUISIANA
PARISH OF TANGIPAHOA

Southeastern Louisiana University AND
Lion Athletics Association AND
ASSISTANT WOMEN'S VOLLEYBALL COACH

AGREEMENT
ASSISTANT WOMEN'S VOLLEYBALL COACH

This is an agreement between the Lions Athletic Association, Southeastern Louisiana University, and Allison Byler, the University ASSISTANT WOMEN'S VOLLEYBALL COACH.

1.0

The Lion Athletics Association desires to assist and aid Southeastern Louisiana University in the employment of the ASSISTANT WOMEN'S VOLLEYBALL coach. To that end, the Lion Athletics Association agrees to pay any sums which may be due upon the termination of the ASSISTANT COACH as per the Termination Section 8.0. This does not include any sums which may be due to ASSISTANT COACH by the University for the current contract year.

2.0

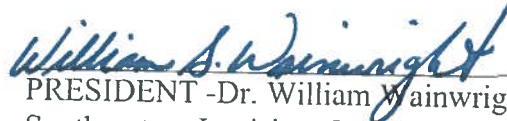
The Lion Athletics Association acknowledges that it has agreed to pay or supplement the salary of the ASSISTANT WOMEN'S VOLLEYBALL Coach in the amount as per the Compensation Section 3.3 and 3.4 of the ASSISTANT COACH's Contract of Employment with Southeastern Louisiana University.

3.0

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

Coach Initial: AB Admin Initial: JK

Entered into this _____ day of _____, 20__.


PRESIDENT -Dr. William Wainwright
Southeastern Louisiana University

8/1/23
Date


Jay Artigues
ATHLETICS DIRECTOR

7/26/23
Date


Allison Byler
ASSISTANT COACH WOMEN'S VOLLEYBALL

7/26/23
Date


PRESIDENT
LION ATHLETICS ASSOCIATION

7/26/23
Date

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

SECRETARY - BOARD OF SUPERVISORS

Coach Initial: _____ Admin Initial: 

**CONTRACT OF EMPLOYMENT
ASSISTANT BASEBALL COACH**

**STATE OF LOUISIANA
PARISH OF TANGIPAHOA**

This agreement is made and entered into on this 1st day of July, 2023 between Southeastern Louisiana University through its President, Dr. William Wainwright and Taylor Dugas (hereinafter referred to as "ASSISTANT COACH"). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for Southeastern Louisiana University, and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the Board.

1.0 Employment

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

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

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

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

Coach Initial:  Admin Initial: 

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

2.0 Term

2.1 The term of this agreement is for a fixed period, commencing on the 1st day of July, 2023 and terminating without further notice to ASSISTANT COACH on the 30th day of June, 2024 unless extended under the terms of this agreement.

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

3.0 Compensation

3.1 In consideration of ASSISTANT COACH 'S services and satisfactory performance of this agreement, the UNIVERSITY shall pay ASSISTANT COACH a base annual salary of \$72,000 for the term of this agreement on a bi-weekly basis.

3.2 The ASSISTANT COACH may be eligible for annual cost of living or merit pay increases in addition to the stated base salary. The ASSISTANT COACH is also subject to pay adjustments according to economic circumstances that affect all similarly compensated employees in the unclassified staff service.

3.3 The Volleyball Restricted Fund within the Lion Athletics Association (LAA) agrees to fund \$26,000 of ASSISTANT COACH's base annual salary.

3.4 The ASSISTANT COACH may also be eligible for additional supplemental pay as recommended by the HEAD BASEBALL COACH and approved by the Athletic Director, Vice President for Administration & Finance, and the President. Any such supplemental pay shall be paid by the Lion Athletics Association (LAA).

Coach Initial:  Admin Initial: 

3.5 The UNIVERSITY does not guarantee amounts due under this contract beyond the current year of performance. Should the contract be terminated for any reason amounts due shall be determined in accordance with paragraph 8.

4.0 Employee Benefits

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

4.2 Courtesy/Leased Vehicle Benefit

- (a) ASSISTANT COACH may receive a courtesy/leased vehicle if an arrangement can be made through a local dealership. The benefit shall not be considered earned income for the purpose of computation of retirement benefits, and ASSISTANT COACH shall be responsible for all applicable taxes. The University has no obligation to furnish a vehicle to ASSISTANT COACH. The arrangements for a vehicle must be made by the Athletic Director.
- (b) Insurance on any courtesy/leased vehicle must be paid for by the dealership, the ASSISTANT COACH, or from some other arrangement agreed to by the Athletic Director.
- (c) The ASSISTANT COACH may be reimbursed for miles driving the courtesy/leased vehicle on school-sponsored business as authorized and approved following the University of Louisiana System Athletic Travel Policy No. IA-V.(2a). The ASSISTANT COACH further agrees to abide by all rules and regulations as outlined in PPM 49.

4.3 For each BASEBALL season, ASSISTANT COACH shall be entitled to a total of four (4) tickets per home BASEBALL game and two (2) tickets to all other regular season home athletics competitions.

5.0 Outside Income-Subject to Compliance with Board Rules

5.1 The ASSISTANT COACH shall be authorized to earn other revenue while employed by the University, but such activities are independent of his/her University employment and the UNIVERSITY shall have no responsibility for any claims arising there from. ASSISTANT COACH shall be entitled to retain revenue generated from his/her operation of BASEBALL camps and/or clinics in accordance with University policy relating to camps or clinics conducted by Athletics Department personnel. All outside income will be subject to approval in accordance with state law and the policies of the Board of Supervisors for the University of Louisiana System.

5.2 Notwithstanding the above or anything else herein to the contrary, if ASSISTANT COACH receives athletically related income or benefits totaling more than \$600 per year from any source or combination

Coach Initial: *JD* Admin Initial: *LR*

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

6.0 Compliance with NCAA, Conference and University Rules

6.1 ASSISTANT COACH shall abide by the rules and regulations of the NCAA, Conference and University rules, Board of Supervisor rules, and the Laws of the State of Louisiana. ASSISTANT COACH shall also promote an atmosphere of compliance and monitor the compliance of ASSISTANT COACH's staff (NCAA Bylaw 11.1.1). If ASSISTANT COACH is found in violation of NCAA regulations, the ASSISTANT COACH shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA Bylaw 11.2.1). ASSISTANT COACH may be suspended for a period of time, without pay, or the employment of ASSISTANT COACH may be terminated if ASSISTANT COACH is found to be involved in deliberate, serious, and/or repetitive violations of NCAA, Conference and University regulations (NCAA Bylaw 11.2.1).

6.2 Pursuant to NCAA Bylaw 11.2.1, The UNIVERSITY and ASSISTANT COACH acknowledge and agree that (1) ASSISTANT COACH has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case (see NCAA Bylaw 19.2.3 for examples of full cooperation), and (2) an individual found in violation of NCAA regulations shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA infractions process (see NCAA Bylaw 19), including suspension without pay or termination of employment.

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

Coach Initial: DJ Admin Initial: LJ

6.4 ASSISTANT COACH must maintain a general understanding of and assure adherence to NCAA, Southland Conference, and Institutional rules and regulations.

7.0 Title IX and Sexual Misconduct Policy Reporting and Compliance

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

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

- (a) Title IX of the Education Amendments of 1972;
- (b) The University's Sexual Misconduct Policy; or
- (c) The University of Louisiana System's Sexual Misconduct Policy.

8.0 Termination

8.1 The HEAD BASEBALL COACH may recommend termination of ASSISTANT COACH to the President with the approval of the Athletic Director. In the event the UNIVERSITY terminates the Contract without cause, the ASSISTANT COACH shall be entitled to the base salary specified in Section 3.1 and Section 3.2 for the remainder of the term specified in Section 2.1. If the University chooses to terminate the ASSISTANT COACH at any time during this contract, payments to the coach will be made as follows:

- (a) The University shall pay the amount of base salary owed to ASSISTANT COACH as outlined in Section 3.1 and 3.2 from the date of termination to the end of the fiscal year in which the ASSISTANT COACH is terminated.

Coach Initial:  Admin Initial: 

- (b) The remaining portion of money owed to ASSISTANT COACH as outlined in Section 3.1 and 3.2 for the period after the fiscal year in which the ASSISTANT COACH is terminated shall be paid by the Lion Athletics Association (LAA).

8.2 ASSISTANT COACH may be terminated by the HEAD BASEBALL COACH for cause at any time for:

- (a) Misconduct, including but not limited to: hostile workplace violations, documented acts of moral turpitude, acts of violence and aggression, and insubordination.
- (b) Misconduct that: (1) violates state or University ethics laws, rules or regulations; (2) offends the ethics or traditions of the University; or (3) brings discredit or harm to the reputation of the University. This would include speaking negatively in the community about the UNIVERSITY, its Administration, and/or Staff.
- (c) Acts of violence or personal conduct, or condoning or encouraging employees or student-athletes in such conduct, which may not warrant criminal prosecution but result in public disrepute, contempt, scandal or ridicule that reflects unfavorably upon the reputation or mission of the University.
- (d) Substantial and manifest incompetence
- (e) Violation or gross disregard of state or federal laws
- (f) Deliberate and serious violations of NCAA, conference, or UNIVERSITY rules, regulations, policies or procedures.
- (g) Failure to promote an atmosphere of compliance pursuant to NCAA Bylaw 11.1.1
- (h) Unethical conduct pursuant to NCAA Bylaw 10.1
- (i) Any determined violation of Title IX of the Education Amendments of 1972.

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

Coach Initial:  Admin Initial: 

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

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

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

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


9.0 Force Majeure

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

Coach Initial:  Admin Initial: 

10.0 Severability

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


PRESIDENT -Dr. William Wainwright 8/1/23
Southeastern Louisiana University Date


Jay Artigues 7/25/23
DIRECTOR OF ATHLETICS Date


Taylor Dugas 7-21-23
ASSISTANT COACH - MEN'S BASEBALL Date


PRESIDENT 7/26/23
LION ATHLETICS ASSOCIATION Date

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

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

Coach Initial:  Admin Initial: 

BETWEEN:

STATE OF LOUISIANA
PARISH OF TANGIPAHOA

Southeastern Louisiana University AND
Lion Athletics Association AND
ASSISTANT BASEBALL COACH

AGREEMENT
ASSISTANT BASEBALL COACH

This is an agreement between the Lions Athletic Association, Southeastern Louisiana University, and Taylor Dugas the University ASSISTANT BASEBALL COACH.

1.0

The Lion Athletics Association desires to assist and aid Southeastern Louisiana University in the employment of the ASSISTANT BASEBALL coach. To that end, the Lion Athletics Association agrees to pay any sums which may be due upon the termination of the ASSISTANT COACH as per the Termination Section 8.0. This does not include any sums which may be due to ASSISTANT COACH by the University for the current contract year.

2.0


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

3.0

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

Coach Initial:  Admin Initial: 

Entered into this _____ day of _____, 20__.


PRESIDENT -Dr. William Wainwright
Southeastern Louisiana University

8/1/23
Date


Jay Artigues
ATHLETICS DIRECTOR

7/23/07
Date


Taylor Dugas
ASSISTANT COACH - MEN'S BASEBALL

7-21-23
Date


PRESIDENT
LION ATHLETICS ASSOCIATION

7/26/23
Date

Approved by the Board of Supervisors for the University of Louisiana System at its meeting on the

_____ day of _____, 20__.

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

Coach Initial:  Admin Initial: 

**CONTRACT OF EMPLOYMENT
ASSISTANT BASEBALL COACH**

**STATE OF LOUISIANA
PARISH OF TANGIPAHOA**

This agreement is made and entered into on this 4th day of July, 2023 between Southeastern Louisiana University through its President, Dr. William Wainwright and Spencer Goodwin (hereinafter referred to as “ASSISTANT COACH”). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for Southeastern Louisiana University, and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the Board.

1.0 Employment

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

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

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

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

Coach Initial: SG Admin Initial: 

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

2.0 Term

2.1 The term of this agreement is for a fixed period, commencing on the 5th day of July, 2023 and terminating without further notice to ASSISTANT COACH on the 30th day of June, 2024 unless extended under the terms of this agreement.

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

3.0 Compensation

3.1 In consideration of ASSISTANT COACH ’S services and satisfactory performance of this agreement, the UNIVERSITY shall pay ASSISTANT COACH a base annual salary of \$35,000 for the term of this agreement on a bi-weekly basis.

3.2 The ASSISTANT COACH may be eligible for annual cost of living or merit pay increases in addition to the stated base salary. The ASSISTANT COACH is also subject to pay adjustments according to economic circumstances that affect all similarly compensated employees in the unclassified staff service.

3.3 The ASSISTANT COACH may also be eligible for additional supplemental pay as recommended by the HEAD BASEBALL COACH and approved by the Athletic Director, Vice President for Administration & Finance, and the President. Any such supplemental pay shall be paid by the Lion Athletics Association (LAA).

3.4 The UNIVERSITY does not guarantee amounts due under this contract beyond the current year of performance. Should the contract be terminated for any reason amounts due shall be determined in accordance with paragraph 8.

Coach Initial: SG Admin Initial: [Signature]

4.0 Employee Benefits

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

4.2 Courtesy/Leased Vehicle Benefit

- (a) ASSISTANT COACH may receive a courtesy/leased vehicle if an arrangement can be made through a local dealership. The benefit shall not be considered earned income for the purpose of computation of retirement benefits, and ASSISTANT COACH shall be responsible for all applicable taxes. The University has no obligation to furnish a vehicle to ASSISTANT COACH. The arrangements for a vehicle must be made by the Athletic Director.
- (b) Insurance on any courtesy/leased vehicle must be paid for by the dealership, the ASSISTANT COACH, or from some other arrangement agreed to by the Athletic Director.
- (c) The ASSISTANT COACH may be reimbursed for miles driving the courtesy/leased vehicle on school-sponsored business as authorized and approved following the University of Louisiana System Athletic Travel Policy No. IA-V.(2a). The ASSISTANT COACH further agrees to abide by all rules and regulations as outlined in PPM 49.

4.3 For each BASEBALL season, ASSISTANT COACH shall be entitled to a total of four (4) tickets per home BASEBALL game and two (2) tickets to all other regular season home athletics competitions.

5.0 Outside Income-Subject to Compliance with Board Rules

5.1 The ASSISTANT COACH shall be authorized to earn other revenue while employed by the University, but such activities are independent of his/her University employment and the UNIVERSITY shall have no responsibility for any claims arising there from. ASSISTANT COACH shall be entitled to retain revenue generated from his/her operation of BASEBALL camps and/or clinics in accordance with University policy relating to camps or clinics conducted by Athletics Department personnel. All outside income will be subject to approval in accordance with state law and the policies of the Board of Supervisors for the University of Louisiana System.

5.2 Notwithstanding the above or anything else herein to the contrary, if ASSISTANT COACH receives athletically related income or benefits totaling more than \$600 per year from any source or combination of sources other than UNIVERSITY, ASSISTANT COACH must report all such income or benefits to the President through the DIRECTOR in writing at least annually on July 1st. Examples include, without limitation, income or benefits from (1) endorsement or consultation contracts with apparel companies, equipment

Coach Initial: SG Admin Initial: [Signature]

manufacturers, or television or radio programs; (2) ownership, control, or management of a foundation, organization, or other entity; and (3) participation in athletic camps outside of those offered by UNIVERSITY (see Bylaw 11.2.2).


6.0 Compliance with NCAA, Conference and University Rules

6.1 ASSISTANT COACH shall abide by the rules and regulations of the NCAA, Conference and University rules, Board of Supervisor rules, and the Laws of the State of Louisiana. ASSISTANT COACH shall also promote an atmosphere of compliance and monitor the compliance of ASSISTANT COACH's staff (NCAA Bylaw 11.1.1). If ASSISTANT COACH is found in violation of NCAA regulations, the ASSISTANT COACH shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA Bylaw 11.2.1). ASSISTANT COACH may be suspended for a period of time, without pay, or the employment of ASSISTANT COACH may be terminated if ASSISTANT COACH is found to be involved in deliberate, serious, and/or repetitive violations of NCAA, Conference and University regulations (NCAA Bylaw 11.2.1).

6.2 Pursuant to NCAA Bylaw 11.2.1, The UNIVERSITY and ASSISTANT COACH acknowledge and agree that (1) ASSISTANT COACH has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case (see NCAA Bylaw 19.2.3 for examples of full cooperation), and (2) an individual found in violation of NCAA regulations shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA infractions process (see NCAA Bylaw 19), including suspension without pay or termination of employment.

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

6.4 ASSISTANT COACH must maintain a general understanding of and assure adherence to NCAA, Southland Conference, and Institutional rules and regulations.

Coach Initial: SG Admin Initial: 

7.0 Title IX and Sexual Misconduct Policy Reporting and Compliance

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


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

- (a) Title IX of the Education Amendments of 1972;
- (b) The University's Sexual Misconduct Policy; or
- (c) The University of Louisiana System's Sexual Misconduct Policy.

8.0 Termination

8.1 The HEAD BASEBALL COACH may recommend termination of ASSISTANT COACH to the President with the approval of the Athletic Director. In the event the UNIVERSITY terminates the Contract without cause, the ASSISTANT COACH shall be entitled to the base salary specified in Section 3.1 and Section 3.2 for the remainder of the term specified in Section 2.1. If the University chooses to terminate the ASSISTANT COACH at any time during this contract, payments to the coach will be made as follows:

- (a) The University shall pay the amount of base salary owed to ASSISTANT COACH as outlined in Section 3.1 and 3.2 from the date of termination to the end of the fiscal year in which the ASSISTANT COACH is terminated.
- (b) The remaining portion of money owed to ASSISTANT COACH as outlined in Section 3.1 and 3.2 for the period after the


Coach Initial: SG Admin Initial: 

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

8.2 ASSISTANT COACH may be terminated by the HEAD BASEBALL COACH for cause at any time for:

- (a) Misconduct, including but not limited to: hostile workplace violations, documented acts of moral turpitude, acts of violence and aggression, and insubordination.
- (b) Misconduct that: (1) violates state or University ethics laws, rules or regulations; (2) offends the ethics or traditions of the University; or (3) brings discredit or harm to the reputation of the University. This would include speaking negatively in the community about the UNIVERSITY, its Administration, and/or Staff.
- (c) Acts of violence or personal conduct, or condoning or encouraging employees or student-athletes in such conduct, which may not warrant criminal prosecution but result in public disrepute, contempt, scandal or ridicule that reflects unfavorably upon the reputation or mission of the University.
- (d) Substantial and manifest incompetence
- (e) Violation or gross disregard of state or federal laws
- (f) Deliberate and serious violations of NCAA, conference, or UNIVERSITY rules, regulations, policies or procedures.
- (g) Failure to promote an atmosphere of compliance pursuant to NCAA Bylaw 11.1.1
- (h) Unethical conduct pursuant to NCAA Bylaw 10.1
- (i) Any determined violation of Title IX of the Education Amendments of 1972.

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

Coach Initial: SG Admin Initial: 

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

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

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

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


9.0 Force Majeure

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

Coach Initial: SG Admin Initial: 

10.0 Severability


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


PRESIDENT -Dr. William Wainwright
Southeastern Louisiana University

8/1/23
Date


Jay Artigues
DIRECTOR OF ATHLETICS

7/25/23
Date


Spencer Goodwin
ASSISTANT COACH - MEN'S BASEBALL

7/24/23
Date


PRESIDENT
LION ATHLETICS ASSOCIATION

7/26/23
Date

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

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

Coach Initial: SG Admin Initial: 

BETWEEN:

STATE OF LOUISIANA

Southeastern Louisiana University AND

PARISH OF TANGIPAHOA

Lion Athletics Association AND

ASSISTANT BASEBALL COACH

AGREEMENT
ASSISTANT BASEBALL COACH

This is an agreement between the Lions Athletic Association, Southeastern Louisiana University, and Spencer Goodwin the University ASSISTANT BASEBALL COACH.

1.0


The Lion Athletics Association desires to assist and aid Southeastern Louisiana University in the employment of the ASSISTANT BASEBALL coach. To that end, the Lion Athletics Association agrees to pay any sums which may be due upon the termination of the ASSISTANT COACH as per the Termination Section 8.0. This does not include any sums which may be due to ASSISTANT COACH by the University for the current contract year.

2.0


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

3.0

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

Coach Initial: SG Admin Initial: 

Entered into this _____ day of _____, 20__.


PRESIDENT -Dr. William Wainwright
Southeastern Louisiana University

8/1/23
Date


Jay Artigues
ATHLETICS DIRECTOR

7/25/23
Date


Spencer Goodwin
ASSISTANT COACH - MEN'S BASEBALL

7/24/23
Date


PRESIDENT
LION ATHLETICS ASSOCIATION

7/24/23
Date

Approved by the Board of Supervisors for the University of Louisiana System at its meeting on the

_____ day of _____, 20__.

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

Coach Initial: SG Admin Initial: LL

**CONTRACT OF EMPLOYMENT
ASSISTANT MEN'S BASKETBALL COACH**

**STATE OF LOUISIANA
PARISH OF TANGIPAHOA**

This agreement is made and entered into on this 1st day of July, 2023 between Southeastern Louisiana University through its President, Dr. William Wainwright and Cody McCoy (hereinafter referred to as "ASSISTANT COACH"). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for Southeastern Louisiana University, and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the Board.

1.0 Employment

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

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

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

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

Coach Initial: CM Admin Initial: [Signature]

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

2.0 Term

2.1 The term of this agreement is for a fixed period, commencing on the 1st day of July, 2023 and terminating without further notice to ASSISTANT COACH on the 30th day of April, 2024 unless extended under the terms of this agreement.

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

3.0 Compensation

3.1 In consideration of ASSISTANT COACH 'S services and satisfactory performance of this agreement, the UNIVERSITY shall pay ASSISTANT COACH a base annual salary of \$55,250 for the term of this agreement on a bi-weekly basis.

3.2 The ASSISTANT COACH may be eligible for annual cost of living or merit pay increases in addition to the stated base salary. The ASSISTANT COACH is also subject to pay adjustments according to economic circumstances that affect all similarly compensated employees in the unclassified staff service.

3.3 The Men's Basketball Restricted Fund within the Lion Athletics Association (LAA) agrees to fund \$8,000 of ASSISTANT COACH's base annual salary.

3.4 The ASSISTANT COACH may also be eligible for additional supplemental pay as recommended by the HEAD MEN'S BASKETBALL COACH and approved by the Athletic Director, Vice President for Administration & Finance, and the President. Any such supplemental pay shall be paid by the Lion Athletics Association (LAA).

Coach Initial: LM Admin Initial: [Signature]

3.5 The UNIVERSITY does not guarantee amounts due under this contract beyond the current year of performance. Should the contract be terminated for any reason amounts due shall be determined in accordance with paragraph 8.

4.0 Employee Benefits

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

4.2 Courtesy/Leased Vehicle Benefit

- (a) ASSISTANT COACH may receive a courtesy/leased vehicle if an arrangement can be made through a local dealership. The benefit shall not be considered earned income for the purpose of computation of retirement benefits, and ASSISTANT COACH shall be responsible for all applicable taxes. The University has no obligation to furnish a vehicle to ASSISTANT COACH. The arrangements for a vehicle must be made by the Athletic Director.
- (b) Insurance on any courtesy/leased vehicle must be paid for by the dealership, the ASSISTANT COACH, or from some other arrangement agreed to by the Athletic Director.
- (c) The ASSISTANT COACH may be reimbursed for miles driving the courtesy/leased vehicle on school-sponsored business as authorized and approved following the University of Louisiana System Athletic Travel Policy No. IA-V.(2a). The ASSISTANT COACH further agrees to abide by all rules and regulations as outlined in PPM 49.

4.3 For each MEN'S BASKETBALL season, ASSISTANT COACH shall be entitled to a total of four (4) tickets per home MEN'S BASKETBALL game and two (2) tickets to all other regular season home athletics competitions.

5.0 Outside Income-Subject to Compliance with Board Rules

5.1 The ASSISTANT COACH shall be authorized to earn other revenue while employed by the University, but such activities are independent of his/her University employment and the UNIVERSITY shall have no responsibility for any claims arising there from. ASSISTANT COACH shall be entitled to retain revenue generated from his/her operation of MEN'S BASKETBALL camps and/or clinics in accordance with University policy relating to camps or clinics conducted by Athletics Department personnel. All outside income will be subject to approval in accordance with state law and the policies of the Board of Supervisors for the University of Louisiana System.

Coach Initial: CM Admin Initial: [Signature]

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

6.0 Compliance with NCAA, Conference and University Rules

6.1 ASSISTANT COACH shall abide by the rules and regulations of the NCAA, Conference and University rules, Board of Supervisor rules, and the Laws of the State of Louisiana. ASSISTANT COACH shall also promote an atmosphere of compliance and monitor the compliance of ASSISTANT COACH's staff (NCAA Bylaw 11.1.1). If ASSISTANT COACH is found in violation of NCAA regulations, the ASSISTANT COACH shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA Bylaw 11.2.1). ASSISTANT COACH may be suspended for a period of time, without pay, or the employment of ASSISTANT COACH may be terminated if ASSISTANT COACH is found to be involved in deliberate, serious, and/or repetitive violations of NCAA, Conference and University regulations (NCAA Bylaw 11.2.1).

6.2 Pursuant to NCAA Bylaw 11.2.1, The UNIVERSITY and ASSISTANT COACH acknowledge and agree that (1) ASSISTANT COACH has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case (see NCAA Bylaw 19.2.3 for examples of full cooperation), and (2) an individual found in violation of NCAA regulations shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA infractions process (see NCAA Bylaw 19), including suspension without pay or termination of employment.

6.3 ASSISTANT COACH shall also abide by the State of Louisiana Code of Government Ethics, University Policy and Regulations, and the policies and regulations of the University of Louisiana System. In public appearances he/she shall at all times conduct

Coach Initial: CM Admin Initial: [Signature]

himself/herself in a manner that befits a University official and shall always attempt to create goodwill and a good image for the UNIVERSITY.

6.4 ASSISTANT COACH must maintain a general understanding of and assure adherence to NCAA, Southland Conference, and Institutional rules and regulations.

7.0 Title IX and Sexual Misconduct Policy Reporting and Compliance

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

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

- (a) Title IX of the Education Amendments of 1972;
- (b) The University's Sexual Misconduct Policy; or
- (c) The University of Louisiana System's Sexual Misconduct Policy.

8.0 Termination

8.1 The HEAD MEN'S BASKETBALL COACH may recommend termination of ASSISTANT COACH to the President with the approval of the Athletic Director. In the event the UNIVERSITY terminates the Contract without cause, the ASSISTANT COACH shall be entitled to the base salary specified in Section 3.1 and Section 3.2 for the remainder of the term specified in Section 2.1. If the University chooses to terminate the ASSISTANT COACH at any time during this contract, payments to the coach will be made as follows:

Coach Initial: CM Admin Initial: [Signature]

- (a) The University shall pay the amount of base salary owed to ASSISTANT COACH as outlined in Section 3.1 and 3.2 from the date of termination to the end of the fiscal year in which the ASSISTANT COACH is terminated.
- (b) The remaining portion of money owed to ASSISTANT COACH as outlined in Section 3.1 and 3.2 for the period after the fiscal year in which the ASSISTANT COACH is terminated shall be paid by the Lion Athletics Association (LAA).

8.2 ASSISTANT COACH may be terminated by the HEAD MEN'S BASKETBALL COACH for cause at any time for:

- (a) Misconduct, including but not limited to: hostile workplace violations, documented acts of moral turpitude, acts of violence and aggression, and insubordination.
- (b) Misconduct that: (1) violates state or University ethics laws, rules or regulations; (2) offends the ethics or traditions of the University; or (3) brings discredit or harm to the reputation of the University. This would include speaking negatively in the community about the UNIVERSITY, its Administration, and/or Staff.
- (c) Acts of violence or personal conduct, or condoning or encouraging employees or student-athletes in such conduct, which may not warrant criminal prosecution but result in public disrepute, contempt, scandal or ridicule that reflects unfavorably upon the reputation or mission of the University.
- (d) Substantial and manifest incompetence
- (e) Violation or gross disregard of state or federal laws
- (f) Deliberate and serious violations of NCAA, conference, or UNIVERSITY rules, regulations, policies or procedures.
- (g) Failure to promote an atmosphere of compliance pursuant to NCAA Bylaw 11.1.1
- (h) Unethical conduct pursuant to NCAA Bylaw 10.1
- (i) Any determined violation of Title IX of the Education Amendments of 1972.

Coach Initial: Admin Initial:

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

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


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

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

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

9.0 Force Majeure

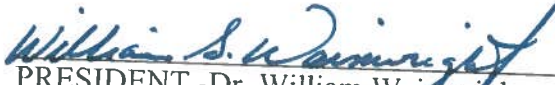
Neither party shall be considered in default of performance of his or its obligations under this Agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution.

Coach Initial: CM Admin Initial: 


civil commotion, strike, lockout, epidemic, accident, fire, wind or flood or any requirements of law, or an act of God.

10.0 Severability

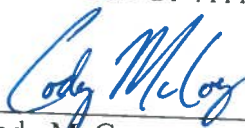
If any provision of this Agreement shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or to alter the bounds thereof in order to render it valid and enforceable.


PRESIDENT -Dr. William Wainwright
Southeastern Louisiana University

8/1/23
Date


Jay Artigues
DIRECTOR OF ATHLETICS

7/25/23
Date


Cody McCoy
ASSISTANT COACH - MEN'S BASKETBALL


7/24/23
Date


PRESIDENT
LION ATHLETICS ASSOCIATION

7/26/23
Date

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

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

Coach Initial: CM Admin Initial: 

BETWEEN:

STATE OF LOUISIANA
PARISH OF TANGIPAHOA

Southeastern Louisiana University AND
Lion Athletics Association AND
ASSISTANT MEN'S BASKETBALL COACH

AGREEMENT
ASSISTANT MEN'S BASKETBALL COACH

This is an agreement between the Lions Athletic Association, Southeastern Louisiana University, and Cody McCoy the University ASSISTANT MEN'S BASKETBALL COACH.

1.0

The Lion Athletics Association desires to assist and aid Southeastern Louisiana University in the employment of the ASSISTANT MEN'S BASKETBALL coach. To that end, the Lion Athletics Association agrees to pay any sums which may be due upon the termination of the ASSISTANT COACH as per the Termination Section 8.0. This does not include any sums which may be due to ASSISTANT COACH by the University for the current contract year.

2.0

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

3.0

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

Coach Initial: CM Admin Initial: [Signature]

Entered into this _____ day of _____, 20__.

 8/1/23
PRESIDENT -Dr. William Wainwright Date
Southeastern Louisiana University

 7/25/23
Jay Artigues Date
ATHLETICS DIRECTOR

 7/24/23
Cody McCoy Date
ASSISTANT COACH - MEN'S BASKETBALL

 7/26/23
PRESIDENT Date
LION ATHLETICS ASSOCIATION

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

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

Coach Initial: CM Admin Initial: 

**CONTRACT OF EMPLOYMENT
ASSISTANT MEN'S BASKETBALL COACH**

**STATE OF LOUISIANA
PARISH OF TANGIPAHOA**

This agreement is made and entered into on this 1st day of July, 2023 between Southeastern Louisiana University through its President, Dr. William Wainwright and Andrew Riley (hereinafter referred to as "ASSISTANT COACH"). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for Southeastern Louisiana University, and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the Board.

1.0 Employment

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

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

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

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

Coach Initial: AR Admin Initial: 

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

2.0 Term

2.1 The term of this agreement is for a fixed period, commencing on the 1st day of July, 2023 and terminating without further notice to ASSISTANT COACH on the 30th day of April, 2024 unless extended under the terms of this agreement.

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

3.0 Compensation

3.1 In consideration of ASSISTANT COACH ’S services and satisfactory performance of this agreement, the UNIVERSITY shall pay ASSISTANT COACH a base annual salary of \$42,000 for the term of this agreement on a bi-weekly basis.

3.2 The ASSISTANT COACH may be eligible for annual cost of living or merit pay increases in addition to the stated base salary. The ASSISTANT COACH is also subject to pay adjustments according to economic circumstances that affect all similarly compensated employees in the unclassified staff service.

3.3 The Men’s Basketball Restricted fund within the Lion Athletics Association (LAA) agrees to fund \$5,000 of ASSISTANT COACH’s base annual salary.

3.4 The ASSISTANT COACH may also be eligible for additional supplemental pay as recommended by the HEAD MEN'S BASKETBALL COACH and approved by the Athletic Director, Vice President for Administration & Finance, and the President. Any such supplemental pay shall be paid by the Lion Athletics Association (LAA).

Coach Initial: A.R Admin Initial: 

3.5 The UNIVERSITY does not guarantee amounts due under this contract beyond the current year of performance. Should the contract be terminated for any reason amounts due shall be determined in accordance with paragraph 8.

4.0 Employee Benefits

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

4.2 Courtesy/Leased Vehicle Benefit

- (a) ASSISTANT COACH may receive a courtesy/leased vehicle if an arrangement can be made through a local dealership. The benefit shall not be considered earned income for the purpose of computation of retirement benefits, and ASSISTANT COACH shall be responsible for all applicable taxes. The University has no obligation to furnish a vehicle to ASSISTANT COACH. The arrangements for a vehicle must be made by the Athletic Director.
- (b) Insurance on any courtesy/leased vehicle must be paid for by the dealership, the ASSISTANT COACH, or from some other arrangement agreed to by the Athletic Director.
- (c) The ASSISTANT COACH may be reimbursed for miles driving the courtesy/leased vehicle on school-sponsored business as authorized and approved following the University of Louisiana System Athletic Travel Policy No. IA-V.(2a). The ASSISTANT COACH further agrees to abide by all rules and regulations as outlined in PPM 49.

4.3 For each MEN'S BASKETBALL season, ASSISTANT COACH shall be entitled to a total of four (4) tickets per home MEN'S BASKETBALL game and two (2) tickets to all other regular season home athletics competitions.

5.0 Outside Income-Subject to Compliance with Board Rules

5.1 The ASSISTANT COACH shall be authorized to earn other revenue while employed by the University, but such activities are independent of his/her University employment and the UNIVERSITY shall have no responsibility for any claims arising there from. ASSISTANT COACH shall be entitled to retain revenue generated from his/her operation of MEN'S BASKETBALL camps and/or clinics in accordance with University policy relating to camps or clinics conducted by Athletics Department personnel. All outside income will be subject to approval in accordance with state law and the policies of the Board of Supervisors for the University of Louisiana System.

Coach Initial: AK Admin Initial: [Signature]

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

6.0 Compliance with NCAA, Conference and University Rules

6.1 ASSISTANT COACH shall abide by the rules and regulations of the NCAA, Conference and University rules, Board of Supervisor rules, and the Laws of the State of Louisiana. ASSISTANT COACH shall also promote an atmosphere of compliance and monitor the compliance of ASSISTANT COACH's staff (NCAA Bylaw 11.1.1). If ASSISTANT COACH is found in violation of NCAA regulations, the ASSISTANT COACH shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA Bylaw 11.2.1). ASSISTANT COACH may be suspended for a period of time, without pay, or the employment of ASSISTANT COACH may be terminated if ASSISTANT COACH is found to be involved in deliberate, serious, and/or repetitive violations of NCAA, Conference and University regulations (NCAA Bylaw 11.2.1).

6.2 Pursuant to NCAA Bylaw 11.2.1, The UNIVERSITY and ASSISTANT COACH acknowledge and agree that (1) ASSISTANT COACH has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case (see NCAA Bylaw 19.2.3 for examples of full cooperation), and (2) an individual found in violation of NCAA regulations shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA infractions process (see NCAA Bylaw 19), including suspension without pay or termination of employment.

6.3 ASSISTANT COACH shall also abide by the State of Louisiana Code of Government Ethics, University Policy and Regulations, and the policies and regulations of the University of Louisiana System. In public appearances he/she shall at all times conduct

Coach Initial: AR

Admin Initial: [Signature]

himself/herself in a manner that befits a University official and shall always attempt to create goodwill and a good image for the UNIVERSITY.

6.4 ASSISTANT COACH must maintain a general understanding of and assure adherence to NCAA, Southland Conference, and Institutional rules and regulations.

7.0 Title IX and Sexual Misconduct Policy Reporting and Compliance

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

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

- (a) Title IX of the Education Amendments of 1972;
- (b) The University's Sexual Misconduct Policy; or
- (c) The University of Louisiana System's Sexual Misconduct Policy.

8.0 Termination

8.1 The HEAD MEN'S BASKETBALL COACH may recommend termination of ASSISTANT COACH to the President with the approval of the Athletic Director. In the event the UNIVERSITY terminates the Contract without cause, the ASSISTANT COACH shall be entitled to the base salary specified in Section 3.1 and Section 3.2 for the remainder of the term specified in Section 2.1. If the University chooses to terminate the ASSISTANT COACH at any time during this contract, payments to the coach will be made as follows:

Coach Initial: A.R. Admin Initial: [Signature]

- (a) The University shall pay the amount of base salary owed to ASSISTANT COACH as outlined in Section 3.1 and 3.2 from the date of termination to the end of the fiscal year in which the ASSISTANT COACH is terminated.
- (b) The remaining portion of money owed to ASSISTANT COACH as outlined in Section 3.1 and 3.2 for the period after the fiscal year in which the ASSISTANT COACH is terminated shall be paid by the Lion Athletics Association (LAA).

8.2 ASSISTANT COACH may be terminated by the HEAD MEN'S BASKETBALL COACH for cause at any time for:

- (a) Misconduct, including but not limited to: hostile workplace violations, documented acts of moral turpitude, acts of violence and aggression, and insubordination.
- (b) Misconduct that: (1) violates state or University ethics laws, rules or regulations; (2) offends the ethics or traditions of the University; or (3) brings discredit or harm to the reputation of the University. This would include speaking negatively in the community about the UNIVERSITY, its Administration, and/or Staff.
- (c) Acts of violence or personal conduct, or condoning or encouraging employees or student-athletes in such conduct, which may not warrant criminal prosecution but result in public disrepute, contempt, scandal or ridicule that reflects unfavorably upon the reputation or mission of the University.
- (d) Substantial and manifest incompetence
- (e) Violation or gross disregard of state or federal laws
- (f) Deliberate and serious violations of NCAA, conference, or UNIVERSITY rules, regulations, policies or procedures.
- (g) Failure to promote an atmosphere of compliance pursuant to NCAA Bylaw 11.1.1
- (h) Unethical conduct pursuant to NCAA Bylaw 10.1
- (i) Any determined violation of Title IX of the Education Amendments of 1972.

Coach Initial: A.R. Admin Initial: 

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

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

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

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

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

9.0 Force Majeure

Neither party shall be considered in default of performance of his or its obligations under this Agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution,

Coach Initial: A.R Admin Initial: 

- (a) The University shall pay the amount of base salary owed to ASSISTANT COACH as outlined in Section 3.1 and 3.2 from the date of termination to the end of the fiscal year in which the ASSISTANT COACH is terminated.
- (b) The remaining portion of money owed to ASSISTANT COACH as outlined in Section 3.1 and 3.2 for the period after the fiscal year in which the ASSISTANT COACH is terminated shall be paid by the Lion Athletics Association (LAA).

8.2 ASSISTANT COACH may be terminated by the HEAD MEN'S BASKETBALL COACH for cause at any time for:

- (a) Misconduct, including but not limited to: hostile workplace violations, documented acts of moral turpitude, acts of violence and aggression, and insubordination.
- (b) Misconduct that: (1) violates state or University ethics laws, rules or regulations; (2) offends the ethics or traditions of the University; or (3) brings discredit or harm to the reputation of the University. This would include speaking negatively in the community about the UNIVERSITY, its Administration, and/or Staff.
- (c) Acts of violence or personal conduct, or condoning or encouraging employees or student-athletes in such conduct, which may not warrant criminal prosecution but result in public disrepute, contempt, scandal or ridicule that reflects unfavorably upon the reputation or mission of the University.
- (d) Substantial and manifest incompetence
- (e) Violation or gross disregard of state or federal laws
- (f) Deliberate and serious violations of NCAA, conference, or UNIVERSITY rules, regulations, policies or procedures.
- (g) Failure to promote an atmosphere of compliance pursuant to NCAA Bylaw 11.1.1
- (h) Unethical conduct pursuant to NCAA Bylaw 10.1
- (i) Any determined violation of Title IX of the Education Amendments of 1972.

Coach Initial: AK

Admin Initial: 

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

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

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

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

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

9.0 Force Majeure


Neither party shall be considered in default of performance of his or its obligations under this Agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution.

Coach Initial: A.R. Admin Initial: 

civil commotion, strike, lockout, epidemic, accident, fire, wind or flood or any requirements of law, or an act of God.

10.0 Severability

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

 8/1/23
PRESIDENT -Dr. William Wainwright Date
Southeastern Louisiana University

 7/25/23
Jay Artigues Date
DIRECTOR OF ATHLETICS

 7/24/23
Andrew Riley Date
ASSISTANT COACH - MEN'S BASKETBALL

 7/26/23
PRESIDENT Date
LION ATHLETICS ASSOCIATION

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

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

Coach Initial: A.R. Admin Initial: 

STATE OF LOUISIANA
PARISH OF TANGIPAHOA

BETWEEN:
Southeastern Louisiana University AND
Lion Athletics Association AND
ASSISTANT MEN'S BASKETBALL COACH

AGREEMENT
ASSISTANT MEN'S BASKETBALL COACH

This is an agreement between the Lions Athletic Association, Southeastern Louisiana University, and Andrew Riley the University ASSISTANT MEN'S BASKETBALL COACH.

1.0

The Lion Athletics Association desires to assist and aid Southeastern Louisiana University in the employment of the ASSISTANT MEN'S BASKETBALL coach. To that end, the Lion Athletics Association agrees to pay any sums which may be due upon the termination of the ASSISTANT COACH as per the Termination Section 8.0. This does not include any sums which may be due to ASSISTANT COACH by the University for the current contract year.

2.0


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

3.0

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

Coach Initial: A.R Admin Initial: [Signature]

Entered into this _____ day of _____, 20__.

 8/1/23
PRESIDENT -Dr. William Wainwright Date
Southeastern Louisiana University

 7/25/23
Jay Artigues Date
ATHLETICS DIRECTOR

 7/24/23
Andrew Riley Date
ASSISTANT COACH - MEN'S BASKETBALL

 7/26/23
PRESIDENT Date
LION ATHLETICS ASSOCIATION

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

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

Coach Initial: A.R Admin Initial: 

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

ATHLETIC COMMITTEE

August 24, 2023

Item G.8. University of Louisiana at Lafayette's request for approval of the amendment to the contract of Mr. Gerald Glasco, Jr., Head Softball Coach, effective August 24, 2023.

EXECUTIVE SUMMARY

The University is requesting the following amendments to Gerald Glasco, Jr.'s Contract for Employment:

- Per Section 2(b) (Extension) of the original Contract for Employment, the Initial Term of Coach's Contract is extended one additional year to 2028.
- Section 2(c) has been added to allow the Contract to be extended an additional year to 2029 should the Softball Team (i) win the regular-season Softball Conference Championship, (ii) win the Conference Softball Championship Tournament, or (iii) appear in an NCAA Softball Tournament Regional pursuant to an at-large appearance.
- Section 9(b) has been updated to adjust the dates.

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 the amendment to the contract of Mr. Gerald Glasco, Jr., Head Softball Coach, effective August 24, 2023.*



University of Louisiana at Lafayette

OFFICE OF THE PRESIDENT

G.8.

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

August 3, 2023

Université des Acadiens

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 a request for approval of Mr. Gerald Glasco, Jr.'s, Head Softball Coach, seventh amended contract agreement.

Please place this item on the agenda for the August 2023 meeting of the Board of Supervisors.

Sincerely,

A handwritten signature in blue ink, consisting of a large, sweeping initial 'E' followed by a stylized 'S' and a period.

E. Joseph Savoie
President

svc
Attachment

**SEVENTH AMENDMENT TO
RESTATED CONTRACT FOR EMPLOYMENT
HEAD SOFTBALL COACH**

STATE OF LOUISIANA

PARISH OF LAFAYETTE

THIS SEVENTH AMENDMENT TO RESTATED CONTRACT FOR EMPLOYMENT (“Amendment 7”) is made and effective the 24th day of August, 2023 (“Amendment 7 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 GERALD GLASCO, JR. (“Coach”). The Board and Coach may be collectively referred to herein as the “parties” and each may be referred to individually as a “party.” All capitalized terms not defined in this Amendment 7 shall have the same meaning as in the First Restated Contract. This Amendment 7 is subject to the approval of the Board; therefore, the terms and conditions set forth in this Amendment 7 shall be considered a valid contract only upon execution by the parties and written approval by the Board.

WITNESSETH

WHEREAS, University and Coach entered into a Contract of Employment effective December 1, 2017 for Coach to be employed as University’s Head Softball Coach (under the terms and conditions set forth therein (the “Original Contract”));

WHEREAS, University and Coach entered into a First Amendment and Restated Contract for Employment effective January 1, 2020 (the “Restated Contract”);

WHEREAS, the parties amended the Restated Contract effective July 1, 2019, April 22, 2021, June 24, 2021, August 25, 2022, and February 23, 2023 (“Previous Amendments”);

WHEREAS, Section 2(b) of the Contract provides that the parties may mutually agree in writing, subject to approval by Board, to extend the Contract’s Initial Term;

WHEREAS, the parties now desire to further amend the Restated Contract; and

WHEREAS, the parties wish to make this Amendment 7 effective as of the Amendment 7 Effective Date.

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. Delete Section 2(a) in its entirety and replace it with the following:
 - a. **Initial Term**. This Restated Contract shall be effective as of the Effective Date and shall continue in effect for a term expiring on June 30, 2028.
2. Delete Section 9(b) in its entirety and replace it with the following:
 - b. Notwithstanding the provisions of Section 9(a), above, all funds existing in said annuity on June 30, 2020, on June 30, 2023, on June 30, 2025, and on June 30, 2028 shall be considered vested. Any and all vested funds shall be withdrawn and released to Coach upon his request, provided this Restated Contract has not been terminated prior to the applicable vesting date.
3. Insert the following Section 2(c):
 - c. **Automatic Extension**. The term of this Restated Contract shall be automatically extended for one (1) additional year, expiring on June 30, 2029, if at any time during the term of this Restated Contract, University's Softball Team (i) wins the regular-season Softball championship of the Sun Belt Conference or any other conference of which University may become a member during the term of the Restated Contract (the "Conference"), (ii) wins the Conference Softball Championship Tournament, or (iii) appears in an NCAA Softball Tournament Regional pursuant to an at-large appearance.
4. All other terms and conditions of the Restated Contract and Previous Amendments shall remain in full force and effect.

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

IN WITNESS WHEREOF, Coach and the duly authorized representative of Board have executed this Amendment 7 on the dates indicated below.

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

**Gerald Glasco, Jr.,
Head Softball Coach**

DocuSigned by:
Joe Savoie 8/8/2023
1405E1487C93461...

DocuSigned by:
Gerald Glasco, Jr. 8/7/2023
816DB88C58F945F...

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

Date

This Amendment 7 impacts the Ancillary Agreement effective February 22, 2018 between University of Louisiana at Lafayette, Gerald Glasco, Jr., and University of Louisiana at Lafayette Foundation. IN ACKNOWLEDGEMENT AND ACCEPTANCE of this Amendment 7, the duly authorized representative of University of Louisiana at Lafayette Foundation affixes his signature on the date indicated below.

**University of Louisiana at Lafayette
Foundation**

DocuSigned by:
Bryan Hanks 8/7/2023
37D54100A727492...

Bryan Hanks, Chairman Date

Approved by the Board of Supervisors for the University of Louisiana System at its meeting on the _____ day of August, 2023.

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

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

ATHLETIC COMMITTEE

August 24, 2023

Item G.9. **University of Louisiana at Lafayette's** request for approval of a Contract for Employment with Mr. Robert Marlin, Head Men's Basketball Coach, effective April 1, 2024.

EXECUTIVE SUMMARY

Under the proposed agreement effective through March 30, 2027, Coach's salary for each year is \$208,550. The Contract also provides that the University of Louisiana at Lafayette Foundation, through its Unrestricted Athletic Foundation Accounts, shall pay Coach a Contingent Premium Benefit of \$325,000 each year for his role in the promotion and production of the University's Men's Basketball 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, reasonable travel expenses incurred by Coach in performing his duties, and an annual cell phone allowance of \$960.

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

- Academic Achievement Compensation:
 - \$10,000 per semester if team earns a GPA of 2.8 and above **and** the team academic performance report (APR) is above 930.
 - \$10,000 per semester if team graduation success rate exceeds the national average for Division I men's basketball teams **and** the team academic performance report (APR) is above 930.

- Performance Achievement Compensation:
 - \$40,000 if the Men's Basketball team wins or co-wins the regular season Conference Championship.
 - \$50,000 if the Men's Basketball team wins the Conference tournament.

- \$40,000 if the Men's Basketball team appears in the NCAA Men's Basketball Tournament without winning or co-winning the regular season Conference Championship or the Conference tournament.
- \$10,000 for each game the Men's Basketball Team wins during the first two rounds of the NCAA Men's Basketball Tournament.
- \$30,000 if the Men's Basketball Team reaches the Elite Eight round of the NCAA Men's Basketball Tournament.
- \$50,000 if the Men's Basketball Team reaches the Final Four round of the NCAA Men's Basketball Tournament.
- \$20,000 if the Men's Basketball team appears in the National Invitational Tournament without winning or co-winning the regular season Conference Championship or the Conference tournament.
- \$40,000 if the Men's Basketball team wins the National Invitational Tournament.
- Coaching Recognition Achievement Compensation (Coach shall receive all of the following which may apply):
 - \$20,000 if Coach is named Coach of the Year by the Conference.
 - \$15,000 if Coach is named Coach of the Year by the Louisiana Sports Writers' Association.
 - \$15,000 if Coach is named Louisiana Major College Coach of the Year by the Louisiana Association of Basketball Coaches.
 - \$50,000 if Coach is named the National Coach of the Year by the National Association of Basketball Coaches, Naismith College Coach of the Year by the Atlanta Tipoff Club, or the College Basketball Coach of the Year by the Associated Press; however, only one payment shall be due under this section even if Coach is named the recipient of more than one award set forth herein.
- Attendance Achievement Compensation:
 - \$10,000 for each season that the Men's Basketball Program sells at least 4,000 season tickets.

On March 31, 2025 (if this Contract is in effect on such date) and on March 31 of each **subsequent** year the Contract remains in effect, University shall deposit \$85,000 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. All funds existing in said annuity shall be considered vested on the date of the Board's approval of this Contract. All annuity funds due under Coach's prior agreement will be vested on March 31, 2024.

If the University terminates this Contract without just cause prior to the expiration of its term, Coach shall receive liquidated damages as follows:

- \$600,000 if such termination occurs on or before March 31, 2025;
- \$400,000 if such termination occurs after March 31, 2025, but on or before March 31, 2026;
- \$200,000 if such termination occurs after March 31, 2026, but on or before March 31, 2027; or
- An amount equivalent to the base salary and Contingent Premium Benefit remaining to be paid under the remaining term of this Contract, including the Initial Term and any extensions thereof, if such termination occurs any time after March 31, 2027.

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, 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.

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. Robert Marlin, Head Men's Basketball Coach, effective April 1, 2024.*



University of Louisiana at Lafayette

OFFICE OF THE PRESIDENT

G.9.

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

Université des Acadiens

August 3, 2023

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. Robert Marlin, Head Men's Basketball Coach.

Please place this item on the agenda for the August 2023 meeting of the Board of Supervisors.

Sincerely,

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

E. Joseph Savoie
President

svc
Attachment

**CONTRACT FOR EMPLOYMENT
HEAD MEN'S BASKETBALL COACH**

STATE OF LOUISIANA

PARISH OF LAFAYETTE

THIS CONTRACT FOR EMPLOYMENT ("Contract") is made and effective the 1st day of April, 2024 ("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 ROBERT MARLIN ("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, Coach has provided services to University as Head Coach of University's Men's Basketball Program (the "Men's Basketball Program") pursuant to the terms and conditions of a certain Contract for Employment dated April 1, 2018 ("Prior Agreement") by and between the Board and Coach, with the term of the Prior Agreement ending on March 31, 2024;

WHEREAS, after the conclusion of the Prior Agreement, University desires to continue to employ Coach as Head Coach of the Men's Basketball Program, and Coach desires to continue to be employed by University in such capacity, pursuant to certain terms and conditions which are substantially different than those set forth in the Prior Agreement;

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 Head Coach of its Men's Basketball 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 of three (3) years, terminating on March 31, 2027 ("Initial Term").
 - b. **Automatic Extension.** The term of this Contract shall be automatically extended for one (1) additional year, expiring on March 31, 2028, if at any time during the Initial Term of this Contract University's Men's Basketball Program (i) wins the regular-season Men's Basketball championship of the Sun Belt Conference or any other

conference of which University may become a member during the Initial Term of the Contract (the "Conference"), (ii) wins the Conference Men's Basketball Tournament, or (iii) appears in the National Collegiate Athletic Association (the "NCAA") Men's Basketball Tournament pursuant to an at-large appearance. Any such automatic extension shall occur only once and then upon the happening of the earliest of the aforesaid events.

- c. **Extension by Agreement.** In addition to Section 2.b, above, the parties may mutually agree in writing to extend this Contract for one (1) additional year for each year VPIA or VPIA's designee determines Coach has met all annual performance targets after an annual evaluation as set forth in Section 16 herein.
- d. **Renewal.** This Contract is renewable solely at the option of University and subject to written approval by Board and Coach; however, if, after expiration of the Initial Term and any written term extensions thereof, University continues to accept Coach's services as Head Men's Basketball Coach without execution of a new contract or an amendment to extend the term of this Contract, Coach's employment as Head Men's Basketball Coach shall be on a month-to-month employment-at-will basis.

3. **Duties and Responsibilities.** Coach shall manage and supervise the Men's Basketball Program and shall perform such other duties in the University athletic program as VPIA and/or President may reasonably assign, so long as such duties are generally consistent with those duties typically performed by Division I head Men's Basketball coaches. Specifically, Coach shall:

- a. Faithfully and conscientiously perform the duties of Head Men's Basketball Coach which are expressly assigned and/or inherent in such position.
- b. Lead, direct, manage, promote, and supervise the Men's Basketball Program and its personnel in an effective manner to achieve the goals and objectives for the Men's Basketball 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 Men's Basketball 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 court, 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 Men's Basketball Program with individuals who strengthen and promote University's educational and ethical mission and standards.
- f. Utilize best efforts to ensure Men's Basketball 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 Men's Basketball Program.
- h. Lead public relations programs for the Men's Basketball Program and develop campus and community support for the Men's Basketball 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 Men's Basketball 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 all policies, rules, regulations, and interpretations of University, Board, the NCAA, and the Conference, as now constituted or as may be amended during the Term hereof, including:
 - i. Understanding and observing NCAA Regulation 11.1.1.1, providing "[a]n institution's head coach is presumed to be responsible for the actions of all institutional staff members who report, directly or indirectly, to the head coach. An institution's head coach shall promote an atmosphere of compliance within his or her program and shall monitor the activities of all institutional staff members involved with the program who report, directly or indirectly, to the coach";
 - ii. Implementing education and monitoring programs to ensure all persons under Coach's supervision (including without limitation, assistant Men's Basketball coaches, student-athlete members of the Men's Basketball team, graduate assistants, and Men's Basketball 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. Utilize best efforts to ensure the Men's Basketball 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.

- a. In consideration for the services of Coach and satisfactory performance of the conditions of this Contract, University agrees to pay Coach an annual base salary of Two Hundred Eight Thousand Five Hundred Fifty Dollars and NO/100 (\$208,550.00), payable in equal monthly installments of Seventeen Thousand Three Hundred and Seventy-Nine Dollars and 17/100 (\$17,379.17) 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.
- b. In the event that this Contract is extended through March 31, 2028, pursuant to Section 2.b, above, Coach's base salary for the period of April 1, 2027 to March 31, 2028, shall not be less than Coach's base salary for the final year of the Initial Term.

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

6. Additional Benefits. University shall also pay to Coach the following additional benefits which shall not be considered earnable compensation for the purpose of computation of retirement 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. **Travel Expenses.** Reimbursement for all reasonable travel expenses incurred by Coach, and his spouse when appropriate, in performing his duties under this Contract, provided that any reimbursement for expenses incurred by Coach's spouse shall be provided to Coach's spouse directly from the Foundation from its Unrestricted Athletic Foundation Accounts. Such reimbursement may only be authorized for the Coach's spouse for purposes of University engagement and activities with athletic

supporters and alumni. Any such reimbursement pursuant to this Section 6.b shall be subject to any and all University policies, any applicable Board policies, and any applicable Foundation policies. In accordance with IRS regulations, the value of the travel may constitute taxable income to the employee; and

- c. **Cellular Telephone Allowance.** A cellular telephone allowance of Eighty Dollars and NO/100 (\$80.00) per month.

7. Contingent Premium Benefit.

- a. In addition to the above 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 of Three Hundred Twenty-Five Thousand Dollars and NO/100 (\$325,000.00) during each year of this Contract, payable in equal monthly installments.
- b. Payment of this supplemental compensation is contingent upon Coach making reasonable efforts to appear on radio and television programs during the Men's Basketball 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 Men's Basketball season.
- c. The reasonable effort required of Coach under this Section 7 shall be that of due diligence and personal time customarily executed by head Men's Basketball coaches in the promotion and production of similar programs at other NCAA Division I 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 Men's Basketball Coach.
- d. University shall be entitled, at its option, to produce and market the Broadcasts or negotiate with third 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.
- e. 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 Men's Basketball Coach.
- f. 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.

8. **Head Coach Achievement Compensation.** During Coach's employment as Head Men's Basketball Coach, the Foundation shall pay to Coach from the Foundation from its Unrestricted Athletic Foundation Accounts the following Achievement Compensation in recognition of his efforts in contributing to the occurrence of the following achievements:
- a. **Academic Achievement Compensation.** Coach shall receive a payment of Ten Thousand Dollars and NO/100 (\$10,000.00) upon the occurrence of each of the following events, provided that the Men's Basketball Team's cumulative Academic Progress Rate (APR) for the academic year during when the event occurs is 930 or above:
 - i. The Men's Basketball Program completes the academic year with a cumulative grade point average of 2.8 or above as reported to the Conference.
 - ii. The Men's Basketball Program's graduation success rate exceeds the national average for Division I men's basketball teams.
 - b. **Performance Achievement Compensation.** In addition to any payment set forth in Section 8.a, Coach shall receive all of the following which may apply per Men's Basketball season:
 - i. Forty Thousand Dollars and NO/100 (\$40,000.00) if the Men's Basketball team wins or co-wins the regular season Conference Championship;
 - ii. Fifty Thousand Dollars and NO/100 (\$50,000.00) if the Men's Basketball team wins the Conference tournament;
 - iii. Forty Thousand Dollars and NO/100 (\$40,000.00) if the Men's Basketball team appears in the NCAA Men's Basketball Tournament without winning or co-winning the regular season Conference Championship or the Conference tournament;
 - iv. Ten Thousand Dollars and NO/100 (\$10,000.00) for each game the Men's Basketball Team wins during the first two rounds of the NCAA Men's Basketball Tournament;
 - v. Thirty Thousand Dollars and NO/100 (\$30,000.00) if the Men's Basketball Team reaches the Elite Eight round of the NCAA Men's Basketball Tournament;
 - vi. Fifty Thousand Dollars and NO/100 (\$50,000.00) if the Men's Basketball Team reaches the Final Four round of the NCAA Men's Basketball Tournament;
 - vii. Twenty Thousand Dollars and NO/100 (\$20,000.00) if the Men's Basketball team appears in the National Invitational Tournament without winning or co-winning the regular season Conference Championship or the Conference tournament; and

- viii. Forty Thousand Dollars and NO/100 (\$40,000.00) if the Men's Basketball team wins the National Invitational Tournament.
 - c. **Coaching Recognition Achievement Compensation.** In addition to any payment set forth in Sections 8.a and 8.b, Coach shall receive all of the following which may apply:
 - i. Twenty Thousand Dollars and NO/100 (\$20,000.00) if Coach is named Coach of the Year by the Conference;
 - ii. Fifteen Thousand Dollars and NO/100 (\$15,000.00) if Coach is named Coach of the Year by the Louisiana Sports Writers' Association;
 - iii. Fifteen Thousand Dollars and NO/100 (\$15,000.00) if Coach is named Louisiana Major College Coach of the Year by the Louisiana Association of Basketball Coaches; and
 - iv. Fifty Thousand Dollars and NO/100 (\$50,000.00) if Coach is named the National Coach of the Year by the National Association of Basketball Coaches, Naismith College Coach of the Year by the Atlanta Tipoff Club, or the College Basketball Coach of the Year by the Associated Press; however, only one (1) payment shall be due under this Section 8(c)(iv) even if Coach is named the recipient of more than one award set forth herein.
 - d. **Attendance Achievement Compensation.** In addition to any payment set forth in Sections 8.a-8.c, Coach shall receive Ten Thousand Dollars and NO/100 (\$10,000.00) for each season that the Men's Basketball Program sells at least four thousand (4,000) season tickets.
9. **Men's Basketball Program Staff.** University will allow Coach to select and retain, subject to the approval of VPIA and President, four (4) full-time, paid Assistant Men's Basketball Coaches, one (1) full-time, paid Chief of Staff, and one (1) full-time, paid Director of Athletic Performance (collectively, "Men's Basketball Program Staff") as follows:
- a. **Men's Basketball Program Staff Salary Pool.** University shall provide a Men's Basketball Program Staff salary pool of no less than Five Hundred Thirty Thousand and NO/100 (\$530,000.00) each calendar year. The amounts paid to each individual Men's Basketball Program Staff member will be determined by the Coach, subject to the approval of the President.
 - b. **Assistant Coach Achievement Compensation.**
 - i. University acknowledges the Men's Basketball Program Staff and Men's Basketball Athletic Trainer and will contribute valuably to the occurrence of the Men's Basketball Program's achievements. In recognition of such contributions, the Foundation shall issue to each paid Men's Basketball Program Staff member and the and Men's Basketball Athletic Trainer an Achievement Compensation payment equal to twenty-five (25%) percent of all Academic and Performance Achievement Compensation payments issued to Coach pursuant to Sections 8.a-d, above, during the Men's Basketball Program

Staff member's and Men's Basketball Athletic Trainer's employment. The Foundation shall issue such Achievement Compensation payments to the Men's Basketball Program Staff and Men's Basketball Athletic Trainer 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. Any Achievement Compensation within this Section is separate from, and shall be issued in addition to, any Head Coach Achievement Compensation owed to Coach.

- ii. In addition to any payment set forth in Sections 9.b.i, Men's Basketball Program Staff and Men's Basketball Athletic Trainer may be eligible to receive an additional Achievement Compensation should the Men's Basketball Team achieve key performance indicators as set forth by Coach prior to the beginning of each NCAA season set for men's basketball ("KPI Achievement Compensation"). The KPI Achievement Compensation salary pool shall not exceed Seventy-Five Thousand Dollars and NO/100 (\$75,000.00) each calendar year for the Men's Basketball Program Staff and the Men's Basketball Athletic Trainer. The amounts paid to each individual Men's Basketball Program Staff member and the Men's Basketball Athletic Trainer will be determined by the Coach, subject to the approval of the VPIA and the President. The Foundation shall issue such KPI Achievement Compensation payments to the Men's Basketball Program Staff and the Men's Basketball Athletic Trainer 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.
- c. All Achievement Compensation which may be paid pursuant to Sections 8 and 9 shall be deemed to have been earned upon the occurrence of the achievement and/or event that the Achievement Compensation is conditioned on; payable within thirty (30) days following the occurrence of the achievement and/or event that the Achievement Compensation is conditioned on; and subject to standard federal and state withholdings.
- d. Notwithstanding the foregoing, no coach (including Coach and/or any Men's Basketball Program Staff member and/or and Men's Basketball Athletic Trainer) shall be entitled to any unpaid Achievement Compensation for any year during which said coach has been suspended by University, or during which University has terminated the coach's employment as a coach for cause.
- e. **Men's Basketball Program Staff Relocation Costs.** University shall provide reimbursement of up to ten percent (10%) of each individual Men's Basketball Staff members' annual salary in reasonable costs incurred for relocation, including travel costs. Any such reimbursement pursuant to this Section 9.e shall be subject to any and all University policies (including withholding of appropriate payroll taxes, if applicable), any applicable Board policies, and any applicable Foundation policies.

10. Retention Incentive Payments.

- a. On March 31, 2025, if this Contract is in effect on such date, and on March 31 of each subsequent year this Contract remains in effect, University shall deposit the sum of Eighty-Five Thousand Dollars and NO/100 (\$85,000.00), 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 10.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 10.b, above, all funds existing in said annuity, including those funds contributed prior to the Effective Date of this Contract, shall be considered vested as of the date of the Board's approval of this Contract. Any and all vested funds shall be withdrawn and released to Coach upon his request, provided that this Contract has not been terminated prior to the applicable vesting date. For purposes of clarity and avoidance of doubt, the parties acknowledge and agree that any and all funds contributed during the term of the Prior Agreement shall be considered fully vested as of March 31, 2024.
- 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 extensions thereof, University shall retain all unvested funds in said annuity and University shall work with Coach in good faith to promptly transfer the vested annuity funds to Coach in the most tax-beneficial manner possible to Coach.
- e. If University terminates the Contract without cause prior to the expiration of the Initial Term and any extensions 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. University shall work with Coach in good faith to promptly transfer the funds to Coach in the most tax-beneficial manner possible to Coach.

11. 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 Men's Basketball 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.

12. Camps and Clinics. University has the exclusive right to authorize camps, clinics, and Youth Programs (as defined by University's Youth Protection Policy, Policy # AF.0010.1, and all subsequent revisions) which take place on its campus and/or use the University's facilities, equipment, or resources. With respect to any camp, clinic, or Youth Program, Coach shall comply with all applicable NCAA, University, and Board regulations, policies, and procedures, including but not limited to University's Youth Protection Policy, Policy # AF.0010.1, and all subsequent revisions.

- a. With prior approval of VPIA, President, and University's Vice President for Administration and Finance, which approval shall not be unreasonably withheld, Coach may organize and direct University-Sponsored Men's Basketball camps and clinics on University Men's Basketball facilities. Coach shall operate all such camps and clinics under the supervision and authority of University. Coach must receive written approval from the Vice President for Administration and Finance 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 Vice President for Administration and Finance.
- b. Coach shall have the opportunity to organize and direct camps and clinics as a private enterprise, with Coach acting as a private individual or as the owner of a separate business legal entity (collectively referred to herein as "Coach-Operated Camps"). All Coach-Operated Camps shall strictly comply with the University's Youth Protection Policy (Policy # AF.0010.1, and all subsequent revisions), where applicable.
 - i. All decisions concerning the operation and administration of Coach-Operated Camps shall be solely at the discretion of the Coach and all such decisions shall satisfy NCAA and conference rules and regulations. All costs of the Coach-Operated Camp will be borne solely by Coach and any profits will accrue solely to Coach.
 - ii. Such Coach-Operated Camps shall be scheduled so as not to interfere, conflict, or be inconsistent with the performance by Coach of Coach's duties under this Contract. Coach shall report personal leave when preparing for and conducting

a Coach-Operated Camp and shall require all University personnel under Coach's supervision also to report personal leave when preparing for and conducting a Coach-Operated Camp. All staff working for such Coach-Operated Camps shall be considered employees or volunteers of the Coach-Operated Camp and not of the University.

- iii. University facilities, equipment, and other property resources may be used for such Coach-Operated Camps only in accordance with the terms and conditions of a separate temporary right of use agreement. A temporary right of use agreement must be in writing and executed by the Coach-Operated Camp and University prior to commencement of such use.
- iv. Coach shall maintain a complete set of business records, including but not limited to financial statements, payroll records, list of staff personnel including University employees (on leave) working at the Coach-Operated Camp, list of attendees with contact information, and such other records as reasonably and customarily maintained by such programs in the ordinary course of business. Consistent with NCAA rules and official interpretations, Coach agrees to submit for University audit, within ten (10) business days of a request from University, all relevant financial and payroll records from any Coach-Operated Camp in which prospective student-athletes participate.
- v. Coach is prohibited from using University's name, logos, marks, and other intellectual property in association with Coach-Operated Camps except that Coach shall be permitted to describe and advertise the location of the Coach-Operated Camps as being on University's campus and/or at University's facilities (e.g., Coach's Sport "Summer Camp at University of Louisiana at Lafayette").
- vi. Coach shall include the following language in all Coach-Operated Camp promotional and registration materials: "This camp/clinic is not owned or operated by University of Louisiana at Lafayette. The University is not responsible and/or liable for any camp/clinic activities. The camp/clinic is responsible for any and all activities."
- vii. Prior to the start of any Coach-Operated Camp, Coach and University shall enter into an agreement indemnifying and holding harmless the University from any activity associated with the Coach-Operated Camp.
- viii. Prior to the start of any Coach-Operated Camp, Coach shall obtain a properly executed release, indemnification, and hold harmless agreement in favor of University from each participant. University shall prescribe the form of the agreement to Coach.

13. 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 all athletically-related income and/or benefits he receives from sources outside University, and Coach shall abide by all NCAA

regulations regarding outside compensation. All outside compensation must also comply with the Louisiana Code of Governmental Ethics. Any outside compensation activities shall be considered independent of Coach's University employment; University shall have no responsibility for any claims arising therefrom. Examples of outside income and/or benefits include, without limitation, income or benefits from (1) endorsement or consultation contracts with apparel companies, equipment manufacturers, or television or radio programs; (2) ownership, control, or management of a foundation, organization, or other entity; and (3) participation in athletic camps outside of those offered by University (see NCAA Bylaw 11.2.2.).

14. 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 through VPIA, which consent shall not be unreasonably withheld or delayed.

15. 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 Men's Basketball 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 Men's Basketball Program. Any violation of this provision may be considered a conflict of interest and grounds for termination for cause.

16. 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 but reasonable discretion of VPIA or VPIA's designee, based on all relevant facts, achieved annual performance targets which shall be communicated to Coach prior to each Men's Basketball season and from time to time as VPIA or VPIA's designee deems reasonably necessary and warranted.

17. Termination by University.

a. **Without Cause.**

i. University may terminate this Contract without cause in the sole and absolute discretion of President, subject to approval of the President of the University of Louisiana System. In such event, and in addition to any sums due pursuant to Section 10.e, above, Coach shall receive liquidated damages as follows:

1. Six Hundred Thousand Dollars and NO/100 (\$600,000.00) if such termination occurs on or before March 31, 2025;
2. Four Hundred Thousand Dollars and NO/100 (\$400,000.00) if such termination occurs after March 31, 2025, but on or before March 31, 2026;

3. Two Hundred Thousand Dollars and NO/100 (\$200,000.00) if such termination occurs after March 31, 2026, but on or before March 31, 2027; or
 4. An amount equivalent to the base salary (see Section 4) and Contingent Premium Benefit (see Section 7.a) remaining to be paid under the remaining term of this Contract, including the Initial Term and any extensions thereof, if such termination occurs any time after March 31, 2027.
- ii. 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 17.a.i shall be issued from funds provided by the Foundation from its Unrestricted Athletic Foundation Funds to be used in University's discretion in compliance with Foundation's exempt purpose. 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 (including base salary, Contingent Premium Benefit (see Section 7), and any Achievement Compensation which has been earned) and payments owed to Coach under Section 10.e. Should University relieve Coach of his duties as Head Men's Basketball Coach without cause, Coach shall not be reassigned within the Athletic Department but shall be paid according to this Section 17.a.
 - iii. Payment of the liquidated damages payment under this Section 17.a shall constitute a full release of any claims Coach might otherwise assert against 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 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 the material obligations of this Contract;
 2. Deliberate or persistent failure or refusal to perform material duties and responsibilities set forth herein to best of Coach's ability;

3. Deliberate or willful failure to comply with a lawful directive from VPIA or President, or other insubordination;
 4. Serious or intentional violation by Coach of any applicable law, rule, regulation, policy, or guideline, issued by any state or federal government agency, the Board, the Conference, the NCAA, and/or any other governing body, that, in sole judgment of VPIA or President, reflects adversely upon University or presents a conflict of interest between University and Coach;
 5. Condoning, failure to take reasonable steps to prevent, and/or failure to report any Men's Basketball Program member's violation of any applicable law, rule, regulation, policy, or guideline, issued by any state or federal government agency, the Board, the Conference, the NCAA, or any other governing body, that, in sole judgment of VPIA or President, reflects adversely upon University or presents a conflict of interest between University and any Men's Basketball Program member, provided Coach knew or reasonably should have known of such violation;
 6. Failure to cooperate with University, Conference, and/or the NCAA in the investigation of alleged violations of Conference or NCAA regulations;
 7. Prolonged absence from University without University's consent for reasons other than Coach's disability;
 8. Poor performance evaluation by VPIA not corrected within a reasonable period of time, as reasonably determined by University, following written notice to Coach. For purposes of this provision, poor performance will not include results-oriented criteria such as the team's on-court performance, win/loss record, academic standing, etc.; and
 9. Failure to administer the Men's Basketball 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 17.b 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. This provision is not meant to exclude payment of amounts already earned at the time of termination but not yet paid, including base salary, Contingent Premium Benefits in Section 7, and Achievement Compensation.
 - 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. Furthermore, the parties agree that it is not the intention of the parties that this Contract be terminable for just cause on the basis of Coach's win/loss record. Prior to termination for just cause, University will provide Coach with written notice of any grounds supporting termination for cause and a reasonable opportunity to remedy and/or correct any grounds for termination for cause, unless, in University's reasonable and good faith discretion, the grounds for such a termination warrant immediate termination.

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

18. 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 Initial Term or any extensions thereof, all obligations of University and Foundation for any compensation and/or other benefits to Coach shall cease as of the date of termination, notwithstanding any compensation or incentive compensation actually earned and accrued but unpaid, as well as all expenses incurred in the performance of his duties but not yet reimbursed or otherwise received by the date of the termination, less all applicable taxes and withholdings.

19. Automatic Termination. This Contract shall automatically terminate upon Coach's death or substantial physical or mental incapacity lasting in excess of ninety (90) days in a twelvemonth period which cannot reasonably be accommodated by University and interferes with Coach's ability to perform the essential functions and duties as Head Men's Basketball 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. For clarity and avoidance of doubt, the parties acknowledge and agree that Coach and/or his estate, heirs, legatees, or successors shall be entitled to receive amounts already earned at the time of termination, including, but not limited to, earned base salary, Contingent Premium Benefits, and earned Achievement Compensation.

20. 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 17.b of this Contract for any determined violation by Coach for failure to report a Known Violation.

21. 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.

22. 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 Men's Basketball Coach or in any other employment capacity.

23. 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 17.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 contains all the terms between the parties, and may be amended only in writing, signed and agreed to by both parties, and approved by Board; provided, that the parties acknowledge and agree that the terms of the Prior Agreement continue to govern the parties' rights and obligations through March 31, 2024.

- c. 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.
- d. 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.
- e. 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.
- f. 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.
- g. 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.)
- h. University may cancel this Contract at any time upon sixty (60) 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.
- i. 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.
- j. The parties agree and understand the terms of this Contract are subject to its recommendation by President and contingent upon approval of Board.
- k. No delay or failure to enforce any provision of this Contract by University or Coach 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.

- 24. 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:

Robert Marlin
408 Princeton Woods Loop
Lafayette, LA 70508

With copy to:

CSE Talent, LLC
150 Interstate North Parkway
Atlanta, GA 30339
Attn: Stephen Gregg, General Counsel

[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**

Robert Marlin, Coach

DocuSigned by:
Joe Savoie
1405E1487C93461...

DocuSigned by:
Robert Marlin
BE3417F038C0488...

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

8/7/2023
Date

8/3/2023
Date

Approved by the Board of Supervisors for the University of Louisiana System at its meeting on the _____ day of _____ 2023.

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

**ANCILLARY AGREEMENT TO
CONTRACT FOR EMPLOYMENT
HEAD MEN'S BASKETBALL 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 Robert Marlin ("Coach").

The Foundation desires to assist and aid University in the employment of Coach for the position of Head Men's Basketball Coach. To that end, the Foundation accepts and agrees to bind itself for the limited obligations of the Foundation set forth in Sections 7, 8, 9, 10, and 17 of the Contract for Employment for Head Men's Basketball 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 7, 8, 9, 10, and 17. No other terms of the Contract shall obligate or bind the Foundation.

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

This is an Ancillary Agreement shall be effective as of the Contract's effective date through the term of the Contract.

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

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Ancillary Agreement on the dates indicated below.

DocuSigned by:
Joe Savoie 8/7/2023
1405E1487C93461...

Board of Supervisors of the Date
University of Louisiana System
By: Dr. E. Joseph Savoie, President,
University of Louisiana at Lafayette

DocuSigned by:
Robert Marlin 8/3/2023
BE3417F038C0488...

Robert Marlin Date

DocuSigned by:
Bryan Hanks 8/3/2023
37D54100A727492...

University of Louisiana at Lafayette Date
Foundation
By: Bryan Hanks, Chairman

Approved by the Board of Supervisors for the University of Louisiana System at its meeting on the ____ day of _____, 2023.

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

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

ATHLETIC COMMITTEE

August 24, 2023

Item G.10. University of Louisiana at Lafayette's request for approval of a contract with Ms. Stephanie Vallejos, Head Women's Tennis Coach, effective June 1, 2023.

EXECUTIVE SUMMARY

This agreement is through May 30, 2025. During this period, Coach shall receive an annual base salary of \$55,000 from the University for the term of the contract. The University may provide Coach with an annual automobile allowance of \$6,000 if a vehicle is not provided by a dealership, reasonable travel expenses incurred by Coach (or her spouse) in performing her duties, and an annual cell phone allowance of \$960. Supplemental Compensation shall be paid from the University of Louisiana at Lafayette Foundation accounts as follows:

- Academic Achievement Compensation. A payment of \$1,000 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 Women's Tennis Team's cumulative Academic Performance Report (APR) average is above 930:
 - The Women's Tennis Program earns an annual academic grade point average of 3.3 or above during the fall semester of any year of this Contract, as reported to the Conference; or
 - The Women's Tennis Program earns an annual academic grade point average of 3.3 or above during the spring semester of any year of this Contract, as reported to the Conference; or
 - The graduation success rate of the Women's Tennis Program as reported by the NCAA exceeds 80%.
- Performance Achievement Compensation. In addition, Coach shall receive all of the following which may apply per Women's Tennis season:
 - \$1,000 if the Women's Tennis Team wins either its Conference regular-season Women's Tennis Team Championship or its Conference Women's Tennis Team Championship;

- \$1,500 if the Women's Tennis Team wins both its Conference regular-season Women's Tennis Team Championship and its Conference Women's Tennis Team Championship;
 - \$1,000 if the Women's Tennis Team appears in the NCAA Women's Tennis Team Championship;
 - \$500 if a member of the Women's Tennis Team appears in the NCAA Women's Tennis Singles Championship;
 - \$500 if members of the Women's Tennis Team appear in the NCAA Women's Tennis Doubles Championship;
 - A payment equivalent to one monthly installment of Coach's then-current Base Salary if the Women's Tennis Team wins the NCAA Women's Tennis Team Championship;
 - \$2,500 if a member of the Women's Tennis Team wins the NCAA Women's Tennis Singles Championship, or if members of the Women's Tennis Team win the NCAA Women's Tennis Doubles Championship; and
 - \$2,000 if the Women's Tennis Team is ranked in the top twenty-five (25) of the final Intercollegiate Tennis Association rankings.
- Coaching Recognition Achievement Compensation. In addition, Coach shall receive all of the following which may apply:
 - \$1,000 if Coach is named Coach of the Year by the Conference; and
 - \$3,000 if Coach is named the National Coach of the Year by the Intercollegiate Tennis Association.

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

If the Coach terminates the contract within 12 months following the effective date of this contract to accept a coaching position with another institution, Coach shall be liable to the Foundation for liquidated damages of \$10,000.

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 Ms. Stephanie Vallejos, Head Women's Tennis Coach, effective June 1, 2023.*



University of Louisiana at Lafayette

OFFICE OF THE PRESIDENT

G.10.

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

Université des Acadiens

August 3, 2023

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 Ms. Stephanie Vallejos, Head Women's Tennis Coach.

Please place this item on the agenda for the August 2023 meeting of the Board of Supervisors.

Sincerely,

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

E. Joseph Savoie
President

svc
Attachment

**CONTRACT FOR EMPLOYMENT
HEAD WOMEN’S TENNIS COACH**

STATE OF LOUISIANA

PARISH OF LAFAYETTE

THIS CONTRACT FOR EMPLOYMENT (“Contract”) is made effective the 1st day of June, 2023 (“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 STEPHANIE VALLEJOS (“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, Coach has heretofore provided services to University as Head Coach of University’s Women’s Tennis Program (the “Women’s Tennis Program”); and

WHEREAS, University and Coach mutually desire to continue such employment but under the terms of an employment contract;

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 Head Coach of its Women’s Tennis Program, and Coach hereby agrees to and accepts such employment. Coach shall be responsible to, and shall report directly to, University’s Vice President for Intercollegiate Athletics (“VPIA”). Coach shall also be under the general supervision of President.
2. **Term.**
 - a. **Initial Term.** This Contract’s term shall commence on Effective Date and shall continue in effect until May 30, 2025 (“Initial Term”).
 - b. **Automatic Extension.** The term of this Contract shall be automatically extended for one (1) additional year, expiring on May 30, 2026, if at any time during the Initial Term of this Contract the Women’s Tennis Program (i) wins the Women’s Tennis team championship of the Sun Belt Conference or any other conference of which University may become a member during the Term of the Contract (the “Conference”), or (ii) appears in the National Collegiate Athletic Association (the “NCAA”) Women’s Tennis Team Championship. Any such automatic extension shall occur only once and then upon the happening of the earliest of the aforesaid events.

- c. **Extension by Agreement.** In addition to Section 2.b, above, the parties may agree in writing to extend this Contract for an additional year for each year VPIA or VPIA's designee determines Coach has met all annual performance targets after an annual evaluation as set forth in Section 13 herein.
 - d. **Renewal.** This Contract is renewable 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 extensions thereof, University continues to accept Coach's services as Head Women's Tennis Coach without execution of a new contract or an amendment to extend the term of this Contract, Coach's employment as Head Women's Tennis Coach shall be on a month-to-month employment-at-will basis.
3. **Duties and Responsibilities.** Coach shall manage and supervise the Women's Tennis Program and shall perform such other duties in the University athletic program as VPIA and/or President may reasonably assign. Specifically, Coach shall:
- a. Faithfully and conscientiously perform the duties of Head Women's Tennis Coach which are expressly assigned and/or inherent in such position.
 - b. Lead, direct, manage, promote, and supervise the Women's Tennis Program and its personnel in an effective manner to achieve the goals and objectives for the Women's Tennis 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 Women's Tennis Coach.
 - d. Maintain the high moral and ethical standards commonly expected of Coach as a highly visible representative of University by nonexclusively:
 - i. Carrying herself 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 her performance of her duties or will otherwise interfere with University's interest.
 - e. Staff the Women's Tennis Program with individuals who strengthen and promote University's educational and ethical mission and standards.

- f. Promote an atmosphere in which Women's Tennis 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 her recruitment, supervision, and coaching of the student-athlete members of the Women's Tennis Program.
- h. Lead public relations programs for the Women's Tennis Program and develop campus and community support for the Women's Tennis 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 Women's Tennis 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 NCAA, and the Conference, as now constituted or as may be amended during the Term hereof, including:
 - i. Understanding and observing NCAA Regulation 11.1.1.1, providing "[a]n institution's head coach is presumed to be responsible for the actions of all institutional staff members who report, directly or indirectly, to the head coach. An institution's head coach shall promote an atmosphere of compliance within his or her program and shall monitor the activities of all institutional staff members involved with the program who report, directly or indirectly, to the coach";
 - ii. Implementing education and monitoring programs to ensure all persons under Coach's supervision (including without limitation, assistant Women's Tennis coaches, student-athlete members of the Women's Tennis Team, graduate assistants, and Women's Tennis 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 Women's Tennis Program complies with all applicable state and federal laws and University and Board policies concerning intercollegiate athletics, including, without limitation, Title IX of the Educational Amendments of 1972, 20 U.S.C. § 1681 *et seq.*, the Americans with Disabilities Act, 42 U.S.C. § 12101, *et seq.*, and all state and federal non-discrimination laws.

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

4. Base Salary.

- a. In consideration for the services of Coach and satisfactory performance of the conditions of this Contract, University agrees to pay Coach an annual base salary of Fifty-Five Thousand Dollars and NO/100 (\$55,000.00), payable in equal monthly installments of Four Thousand Five Hundred Eighty-Three Dollars and 33/100 (\$4,583.33) on the last day of each month. The compensation paid shall be subject to the same payroll deductions that apply to University's non-academic administrative employees. All salary payments shall be subject to withholding and other applicable taxes. Coach shall receive all applicable State of Louisiana authorized general salary increases for which she is eligible. Any such increases are incorporated herein by reference to the same extent as if this Contract was amended to incorporate same.
- b. In the event that this Contract is extended through May 30, 2026, pursuant to Section 2.b, above, Coach's Base Salary for the period of May 30, 2025 to May 30, 2026, shall not be less than Coach's base salary for the final year of the Initial Term.

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

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

- a. **Automobile Allowance.** Either (i) use of an automobile provided 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. **Travel Expenses.** Reimbursement for all reasonable travel expenses incurred by Coach, and if applicable, her spouse when appropriate, in performing her duties under this Contract, provided that any reimbursement for expenses incurred by Coach's spouse shall be provided to Coach's spouse directly from the Foundation. Spousal reimbursement may only be authorized when Coach's spouse is engaged in activities for the benefit of the University, including, but not limited to facilitating University events, meetings with donors, and otherwise furthering the development of the University and Women's Tennis Program. Any reimbursement pursuant to this Section 6.b shall be subject to any and all University policies, any applicable Board policies, and any applicable Foundation policies. In accordance with IRS regulations, the value of the travel may constitute taxable income to the employee; and

- c. **Cellular Telephone Allowance.** A cellular telephone allowance of Eighty Dollars and NO/100 (\$80.00) per month.

7. Achievement Compensation.

- a. **Head Coach Achievement Compensation.** During Coach's employment as Women's Tennis Coach, University shall pay Coach using Foundation's Unrestricted Athletic Foundation Accounts all of the following Achievement Compensation payments which may apply per year of this Contract in recognition of Coach's efforts in contributing to the occurrence of each respective achievement:

- i. **Academic Achievement Compensation.** A payment of One Thousand Dollars and NO/100 (\$1,000.00) 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 Women's Tennis Team's cumulative Academic Performance Report (APR) average is above 930:

1. The Women's Tennis Program earns an annual academic grade point average of 3.3 or above during the fall semester of any year of this Contract, as reported to the Conference; or
2. The Women's Tennis Program earns an annual academic grade point average of 3.3 or above during the spring semester of any year of this Contract, as reported to the Conference; or
3. The graduation success rate of the Women's Tennis Program as reported by the NCAA exceeds eighty percent (80%).

- ii. **Performance Achievement Compensation.** In addition to any payment set forth in Section 7.a.i, Coach shall receive all of the following which may apply per Women's Tennis season:

1. One Thousand Dollars and NO/100 (\$1,000.00) if the Women's Tennis Team wins either its Conference regular-season Women's Tennis team championship or its Conference Women's Tennis Team Championship;
2. One Thousand Five Hundred Dollars and NO/100 (\$1,500.00) if the Women's Tennis Team wins both its Conference regular-season Women's Tennis team championship and its Conference Women's Tennis Team Championship;
3. One Thousand Dollars and NO/100 (\$1,000.00) if the Women's Tennis Team appears in the NCAA Women's Tennis Team Championship;
4. Five Hundred Dollars and NO/100 (\$500.00) if a member of the Women's Tennis Team appears in the NCAA Women's Tennis Singles Championship;

5. Five Hundred Dollars and NO/100 (\$500.00) if members of the Women's Tennis Team appear in the NCAA Women's Tennis Doubles Championship;
 6. A payment equivalent to one (1) monthly installment of Coach's then-current base salary if the Women's Tennis Team wins the NCAA Women's Tennis Team Championship;
 7. Two Thousand Five Hundred Dollars and NO/100 (\$2,500.00) if a member of the Women's Tennis Team wins the NCAA Women's Tennis Singles Championship, or if members of the Women's Tennis Team win the NCAA Women's Tennis Doubles Championship (only one payment will be due even if members of the Women's Tennis Team win both the NCAA Women's Tennis Singles and Doubles Championship); and
 8. Two Thousand Dollars and NO/100 (\$2,000.00) if the Women's Tennis Team is ranked in the top twenty-five (25) of the final Intercollegiate Tennis Association rankings.
- iii. **Coaching Recognition Achievement Compensation.** In addition to any payment set forth in Sections 7.a.i and 7.a.ii, Coach shall receive all of the following which may apply:
1. One Thousand Dollars and NO/100 (\$1,000.00) if Coach is named Coach of the Year by the Conference; and
 2. Three Thousand Dollars and NO/100 (\$3,000.00) if Coach is named the National Coach of the Year by the Intercollegiate Tennis Association.
- b. **Assistant Coach Achievement Compensation.** University acknowledges the Women's Tennis Assistants will contribute valuably to the occurrence of the Women's Tennis Program's achievements. In recognition of such contributions, the University shall issue to each paid Women's Tennis Assistant an Achievement Compensation payment equal to twenty-five percent (25%) of all Achievement Compensation payments issued to Coach during the Women's Tennis Assistant's employment as a Women's Tennis Assistant. University shall issue such Achievement Compensation payments to the Women's Tennis Assistants from the Foundation's Unrestricted Athletic Foundation Accounts. Any Assistant Coach Achievement Compensation shall be issued separately from and in addition to any Head Coach Achievement Compensation owed to Coach.
- c. All Achievement Compensation which may be paid pursuant to this Section 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; and subject to standard federal and state withholdings.

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

8. Compliance with Law, Policy, and Regulations.

- a. Coach agrees to provide her 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 she 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 she is found to be in violation of NCAA regulations, she 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. Camps and Clinics. University has the exclusive right to authorize camps, clinics, and Youth Programs (as defined by University's Youth Protection Policy, Policy # AF.0010.1, and all subsequent revisions) which take place on its campus and/or use the University's facilities, equipment, or resources. With respect to any camp, clinic, or Youth Program, Coach shall comply with all applicable NCAA, University, and Board regulations, policies, and procedures, including but not limited to University's Youth Protection Policy, Policy # AF.0010.1, and all subsequent revisions.

- a. With prior approval of VPIA, President, and University's Vice President for Administration and Finance, which approval shall not be unreasonably withheld, Coach may organize and direct University-Sponsored Women's Tennis camps and clinics on University Tennis facilities. Coach shall operate all such camps and clinics under the supervision and authority of University. Coach must receive written approval from the Vice President for Administration and Finance 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 Vice President for Administration and Finance.
- b. Coach shall have the opportunity to organize and direct camps and clinics as a private enterprise, with Coach acting as a private individual or as the owner of a separate business legal entity (collectively referred to herein as "Coach-Operated Camps"). All

Coach-Operated Camps shall strictly comply with the University's Youth Protection Policy (Policy # AF.0010.1, and all subsequent revisions), where applicable.

- i. All decisions concerning the operation and administration of Coach-Operated Camps shall be solely at the discretion of the Coach and all such decisions shall satisfy NCAA and conference rules and regulations. All costs of the Coach-Operated Camp will be borne solely by Coach and any profits will accrue solely to Coach.
- ii. Such Coach-Operated Camps shall be scheduled so as not to interfere, conflict, or be inconsistent with the performance by Coach of Coach's duties under this Contract. Coach shall report personal leave when preparing for and conducting a Coach-Operated Camp and shall require all University personnel under Coach's supervision also to report personal leave when preparing for and conducting a Coach-Operated Camp. All staff working for such Coach-Operated Camps shall be considered employees or volunteers of the Coach-Operated Camp and not of the University.
- iii. University facilities, equipment, and other property resources may be used for such Coach-Operated Camps only in accordance with the terms and conditions of a separate temporary right of use agreement. A temporary right of use agreement must be in writing and executed by the Coach-Operated Camp and University prior to commencement of such use.
- iv. Coach shall maintain a complete set of business records, including but not limited to financial statements, payroll records, list of staff personnel including University employees (on leave) working at the Coach-Operated Camp, list of attendees with contact information, and such other records as reasonably and customarily maintained by such programs in the ordinary course of business. Consistent with NCAA rules and official interpretations, Coach agrees to submit for University audit, within ten (10) business days of a request from University, all relevant financial and payroll records from any Coach-Operated Camp in which prospective student-athletes participate.
- v. Coach is prohibited from using University's name, logos, marks, and other intellectual property in association with Coach-Operated Camps except that Coach shall be permitted to describe and advertise the location of the Coach-Operated Camps as being on University's campus and/or at University's facilities (e.g., Coach's Sport "Summer Camp at University of Louisiana at Lafayette").
- vi. Coach shall include the following language in all Coach-Operated Camp promotional and registration materials: "This camp/clinic is not owned or operated by University of Louisiana at Lafayette. The University is not responsible and/or liable for any camp/clinic activities. The camp/clinic is responsible for any and all activities."

- vii. Prior to the start of any Coach-Operated Camp, Coach and University shall enter into an agreement indemnifying and holding harmless the University from any activity associated with the Coach-Operated Camp.
 - viii. Prior to the start of any Coach-Operated Camp, Coach shall obtain a properly executed release, indemnification, and hold harmless agreement in favor of University from each participant. University shall prescribe the form of the agreement to Coach.
- 10. 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 and/or benefits she 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.)
- 11. Outside Employment.** Coach agrees that she 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 having obtained consent from President through VPIA.
- 12. Endorsement/Personal Gain.** Coach agrees that she shall not, directly or by implication, use University's name or logos in the endorsement of commercial products or services nor shall she use her employee standing as Head Women's Tennis 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 Women's Tennis Program. Any violation of this provision may be considered a conflict of interest and grounds for termination for cause.
- 13. 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 Women's Tennis season and from time to time as VPIA or VPIA's designee deems reasonably necessary and warranted.

14. 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 six (6) months 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 14.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 14.a.i, Coach shall actively seek employment commensurate with her education and experience. Subject to the dual employment laws of Louisiana, any University obligation described in Section 14.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 affect 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 14.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 her employment, start date, compensation, and substantiating documents such as contracts, appointment forms, etc. Coach shall notify University of any changes in her 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 her W-2, 1099, or other verifiable documentation of her 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 14.a.i shall cease.

- iv. Payment of liquidated damages under this Section 14.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 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 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 Women's Tennis 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 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 Women's Tennis 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, 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 her 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 14. In no event shall Board, University, or Foundation be liable for direct, indirect, special, incidental, or consequential damages.

15. Termination by Coach. Coach recognizes her 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 her 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 her duties but not yet reimbursed or otherwise received by the date of the termination, less all applicable taxes and withholdings.

- b. Coach shall pay to Foundation within sixty (60) days of the date of notice of termination a liquidated damages payment of Ten Thousand Dollars and NO/100 (\$10,000.00), but only if such a termination occurs within twelve (12) months following the Effective Date of this Contract.
- 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.

16. 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 Head Women's Tennis 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.

17. 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 14.b of this Contract for any determined violation by Coach for failure to report a Known Violation.

18. 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, 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.

19. 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 Head Women's Tennis Coach or in any other employment capacity.

20. Miscellaneous.

- a. 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 both parties, and approved by Board.
- 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. 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 13.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).
- e. 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.
- f. 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.

- g. Coach agrees as a condition of her 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 she is made aware of the conviction but in any event not later than five (5) days after such conviction. (Note this is a requirement of federal law for all institutions receiving federal funds.)
- h. 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.
- i. Coach shall be responsible for any and all income tax liabilities, interest, and/or penalties related to any benefits she receives pursuant to this Contract.
- j. The parties agree and understand the terms of this Contract are subject to its recommendation by President and contingent upon approval of 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 she has read and understands the foregoing provisions of this Contract; she has been afforded and has exercised the opportunity to consult with personal legal counsel; the provisions are reasonable and enforceable; and she 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.

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

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

University Designee:

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

With copy to:

Dr. Bryan Maggard, 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:

Stephanie Vallejos
402 Corona Drive
Lafayette, LA 70503

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

IN WITNESS WHEREOF, Coach and the duly authorized representative of Board have executed this Contract as of the Effective Date.

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

Stephanie Vallejos, Coach

DocuSigned by:
Joe Savoie
1405E1487C93461...

DocuSigned by:
Stephanie Vallejos
20D497C9EA3D473...

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

8/4/2023

Date

7/28/2023

Date

Approved by the Board of Supervisors for the University of Louisiana System at its meeting on the _____ day of _____ 2023.

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

**ANCILLARY AGREEMENT TO
CONTRACT FOR EMPLOYMENT
HEAD WOMEN'S TENNIS 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 Stephanie Vallejos ("Coach").

The Foundation desires to assist and aid University in the employment of Coach for the position of Head Women's Tennis Coach. To that end, the Foundation accepts and agrees to bind itself for the limited obligations of the Foundation set forth in Sections 6.b, 7, 14, 15, and 16 of the Contract of Employment for Head Women's Tennis 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 6.b, 7, 14, 15, and 16. 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.

This is an Ancillary Agreement shall be effective as of the Contract's effective date through the term of the Contract.

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

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Ancillary Agreement on the dates indicated below.

DocuSigned by:
Joe Savoie 8/4/2023
1405E1487C93461...

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

DocuSigned by:
Stephanie Vallejos 7/28/2023
20D497C9EA3D473...

Stephanie Vallejos Date

DocuSigned by:
Bryan Hanks 8/3/2023
37D54100A727492...

University of Louisiana at Lafayette Date
Foundation
By: Bryan Hanks, Chairman

Approved by the Board of Supervisors for the University of Louisiana System at its meeting on the ____ day of _____, 2023.

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

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

ATHLETIC COMMITTEE

August 24, 2023

Item G.11. University of Louisiana at Lafayette's request for approval of amended Contracts for Employment for various Assistant Football Coaches, effective August 24, 2023.

EXECUTIVE SUMMARY

The University is requesting the respective amendments to the following coaches' Contracts for Employment:

- **Lamar Morgan, Assistant Football Coach**
 - Under the proposed amendment, the Initial Term has been extended to January 14, 2025.
 - Due to the extended term per Section 2.b, Section 13 (Termination by Coach) has been updated to adjust the date.
 - All other terms and conditions of his Contract effective January 10, 2022 shall remain in full force and effect.

- **Tim Leger, Assistant Football Coach**
 - Under the proposed amendment, the Initial Term has been extended to January 14, 2025.
 - Due to the extended term per Section 2.b, Section 13 (Termination by Coach) has been updated to adjust the date.
 - All other terms and conditions of his Contract effective January 1, 2022 shall remain in full force and effect.

- **Jorge Munoz, Associate Head Football Coach**
 - Under the proposed amendment, the Initial Term has been extended to January 14, 2025.
 - Due to the extended term per Section 2.b, Section 13 (Termination by Coach) has been updated to adjust the date.
 - All other terms and conditions of his Contract effective January 10, 2022 shall remain in full force and effect.

- **Matthew Bergeron, Assistant Football Coach**
 - Under the proposed amendment, the Initial Term has been extended to January 14, 2025.
 - Due to the extended term per Section 2.b, Section 13 (Termination by Coach) has been updated to adjust the date.
 - All other terms and conditions of his Contract effective January 10, 2022 shall remain in full force and effect.

- **Jeffrey Burris, Assistant Football Coach**
 - Under the proposed amendment, the Initial Term has been extended to January 14, 2025.
 - Due to the extended term per Section 2.b, Section 13 (Termination by Coach) has been updated to adjust the date.
 - All other terms and conditions of his Contract effective January 1, 2022 shall remain in full force and effect.

- **Michael Guiliani, Assistant Football Coach**
 - Under the proposed amendment, the Initial Term has been extended to January 14, 2025.
 - Due to the extended term per Section 2.b, Section 13 (Termination by Coach) has been updated to adjust the date.
 - All other terms and conditions of his Contract effective February 25, 2022 shall remain in full force and effect.

- **Bryant Ross, Assistant Football Coach**
 - Under the proposed amendment, the Initial Term has been extended to January 14, 2025.
 - Due to the extended term per Section 2.b, Section 13 (Termination by Coach) has been updated to adjust the date.
 - All other terms and conditions of his Contract effective January 14, 2022 shall remain in full force and effect.

- **Galen Scott, Assistant Football Coach**
 - Under the proposed amendment, the Initial Term has been extended to January 14, 2025.
 - Due to the extended term per Section 2.b, Section 13 (Termination by Coach) has been updated to adjust the date.
 - All other terms and conditions of his Contract effective January 1, 2022 shall remain in full force and effect.

- **Dennis Thomas, Assistant Football Coach**
 - Under the proposed amendment, the Initial Term has been extended to January 14, 2025.
 - Due to the extended term per Section 2.b, Section 13 (Termination by Coach) has been updated to adjust the date.
 - All other terms and conditions of his Contract effective February 25, 2022 shall remain in full force and effect.

- **James C. Neighbors, Assistant Football Coach**
 - Under the proposed amendment, the Initial Term has been extended to January 14, 2025.
 - Due to the extended term per Section 2.b, Section 13 (Termination by Coach) has been updated to adjust the date.
 - All other terms and conditions of his Contract effective January 10, 2022 shall remain in full force and effect.

- **Troy Wingerter, Chief of Staff**
 - Under the proposed amendment, the Initial Term has been extended to January 14, 2025.
 - Due to the extended term per Section 2.b, Section 13 (Termination by Chief of Staff) has been updated to adjust the date.
 - All other terms and conditions of his Contract effective January 1, 2022 shall remain in full force and effect.

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 the amendments to the contracts of Lamar Morgan, Assistant Football Coach; Tim Leger, Assistant Football Coach; Jorge Munoz, Associate Head Football Coach; Matthew Bergeron, Assistant Football Coach; Jeffrey Burris, Assistant Football Coach; Michael Guiliani, Assistant Football Coach; Bryant Ross, Assistant Football Coach; Galen Scott, Assistant Football Coach; Dennis Thomas, Assistant Football Coach; James C. Neighbors, Assistant Football Coach; and Troy Wingerter, Chief of Staff; effective August 24, 2023.*



University of Louisiana at Lafayette

OFFICE OF THE PRESIDENT

G.11.

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

Université des Acadiens

August 3, 2023

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 a request for approval of Mr. Lamar Morgan's, Assistant Football Coach, first amended contract agreement.

Please place this item on the agenda for the August 2023 meeting of the Board of Supervisors.

Sincerely,

A handwritten signature in blue ink, appearing to read "E. Savoie", written over a large, stylized blue scribble.

E. Joseph Savoie
President

svc
Attachment

**FIRST AMENDMENT TO
CONTRACT FOR EMPLOYMENT
ASSISTANT FOOTBALL COACH**

STATE OF LOUISIANA

PARISH OF LAFAYETTE

THIS FIRST AMENDMENT TO CONTRACT FOR EMPLOYMENT (“Amendment 1”) is made effective the 24th day of August, 2023 (“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”). This Amendment 1 is subject to the approval of the Board; therefore, the terms and conditions set forth in this Amendment 1 shall be considered a valid contract only upon execution by the parties and written approval by the Board. The Board and Coach may be collectively referred to herein as the “parties” and each may be referred to individually as a “party.” All capitalized terms not defined in this Amendment 1 shall have the same meaning as in the Contract.

WITNESSETH

WHEREAS, University and Coach entered into a Contract for Employment effective January 10, 2022 for Coach to be employed as University’s Assistant Football Coach/Defensive Coordinator - Safeties for the Football Program under the terms and conditions set forth therein (the “Contract”);

WHEREAS, the parties now desire to amend the Contract; and

WHEREAS, the parties wish to make this Amendment 1 effective as of the Effective Date.

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. Delete Section 2.a in its entirety and replace it with the following:
 - 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, 2025 (“Initial Term”)
2. Delete Section 13.b.ii in its entirety and replace it with the following:
 - 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 2024 football season.

3. All other terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, Coach and the duly authorized representative of Board have executed this Amendment 1 on the dates indicated below.

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

**Lamar Morgan,
Assistant Football Coach**

DocuSigned by:
Joe Savoie 8/4/2023
1405E1487C93461...

DocuSigned by:
Lamar Morgan 8/2/2023
88CADB9D1EAE427...

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

Date

IN ACKNOWLEDGEMENT AND ACCEPTANCE, the duly authorized representative of University of Louisiana at Lafayette Foundation affixes his signature on the date indicated below.

**University of Louisiana at Lafayette
Foundation**

DocuSigned by:
Bryan Hanks 8/3/2023
37D54100A727492...

Bryan Hanks Date
Chairman

Approved by the Board of Supervisors for the University of Louisiana System at its meeting on the ____ day of _____, 2023.

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



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

August 3, 2023

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 a request for approval of Mr. Tim Leger's, Assistant Football Coach, first amended contract agreement.

Please place this item on the agenda for the August 2023 meeting of the Board of Supervisors.

Sincerely,

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

E. Joseph Savoie
President

svc
Attachment

**FIRST AMENDMENT TO
CONTRACT FOR EMPLOYMENT
ASSISTANT FOOTBALL COACH**

STATE OF LOUISIANA

PARISH OF LAFAYETTE

THIS FIRST AMENDMENT TO CONTRACT FOR EMPLOYMENT (“Amendment 1”) is made effective the 24th day of August, 2023 (“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”). This Amendment 1 is subject to the approval of the Board; therefore, the terms and conditions set forth in this Amendment 1 shall be considered a valid contract only upon execution by the parties and written approval by the Board. The Board and Coach may be collectively referred to herein as the “parties” and each may be referred to individually as a “party.” All capitalized terms not defined in this Amendment 1 shall have the same meaning as in the Contract.

WITNESSETH

WHEREAS, University and Coach entered into a Contract for Employment effective January 1, 2022 for Coach to be employed as University’s Assistant Coach/Offensive Coordinator - Receivers for the Football Program under the terms and conditions set forth therein (the “Contract”);

WHEREAS, the parties now desire to amend the Contract; and

WHEREAS, the parties wish to make this Amendment 1 effective as of the Effective Date.

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. Delete Section 2.a in its entirety and replace it with the following:
 - 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, 2025 (“Initial Term”)
2. Delete Section 13.b.ii in its entirety and replace it with the following:
 - i. 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 2024 football season.

3. All other terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, Coach and the duly authorized representative of Board have executed this Amendment 1 on the dates indicated below.

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

**Tim Leger,
Assistant Football Coach**

DocuSigned by:
Joe Savoie 8/4/2023
1405E1487C93461...

DocuSigned by:
[Signature] 7/31/2023
9C67A29FE0FA4A7...

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

Date

IN ACKNOWLEDGEMENT AND ACCEPTANCE, the duly authorized representative of University of Louisiana at Lafayette Foundation affixes his signature on the date indicated below.

**University of Louisiana at Lafayette
Foundation**

DocuSigned by:
Bryan Hanks 8/1/2023
37D54100A727492...

Bryan Hanks Date
Chairman

Approved by the Board of Supervisors for the University of Louisiana System at its meeting on the ____ day of _____, 2023.

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



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

August 3, 2023

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 a request for approval of Mr. Jorge Munoz's, Assistant Football Coach, first amended contract agreement.

Please place this item on the agenda for the August 2023 meeting of the Board of Supervisors.

Sincerely,

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

E. Joseph Savoie
President

svc
Attachment

**FIRST AMENDMENT TO
CONTRACT FOR EMPLOYMENT
ASSOCIATE HEAD FOOTBALL COACH**

STATE OF LOUISIANA

PARISH OF LAFAYETTE

THIS FIRST AMENDMENT TO CONTRACT FOR EMPLOYMENT (“Amendment 1”) is made effective the 24th day of August, 2023 (“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”). This Amendment 1 is subject to the approval of the Board; therefore, the terms and conditions set forth in this Amendment 1 shall be considered a valid contract only upon execution by the parties and written approval by the Board. The Board and Coach may be collectively referred to herein as the “parties” and each may be referred to individually as a “party.” All capitalized terms not defined in this Amendment 1 shall have the same meaning as in the Contract.

WITNESSETH

WHEREAS, University and Coach entered into a Contract for Employment effective January 10, 2022 for Coach to be employed as University’s Associate Head Coach – Tight Ends for the Football Program under the terms and conditions set forth therein (the “Contract”);

WHEREAS, the parties now desire to amend the Contract; and

WHEREAS, the parties wish to make this Amendment 1 effective as of the Effective Date.

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. Delete Section 2.a in its entirety and replace it with the following:
 - 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, 2025 (“Initial Term”)
2. Delete Section 13.b.ii in its entirety and replace it with the following:
 - 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 2024 football season.
3. All other terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, Coach and the duly authorized representative of Board have executed this Amendment 1 on the dates indicated below.

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

**Jorge Munoz,
Associate Head Football Coach**

DocuSigned by:
Joe Savoie 8/4/2023
1405E1487C93461...

DocuSigned by:
Jorge Munoz 8/2/2023
06CDDC4BBBFD4DA...

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

Date

IN ACKNOWLEDGEMENT AND ACCEPTANCE, the duly authorized representative of University of Louisiana at Lafayette Foundation affixes his signature on the date indicated below.

**University of Louisiana at Lafayette
Foundation**

DocuSigned by:
Bryan Hanks 8/3/2023
37D54100A727492...

Bryan Hanks Date
Chairman

Approved by the Board of Supervisors for the University of Louisiana System at its meeting on the ____ day of _____, 2023.

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



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

August 3, 2023

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 a request for approval of Mr. Matthew Bergeron's, Assistant Football Coach, first amended contract agreement.

Please place this item on the agenda for the August 2023 meeting of the Board of Supervisors.

Sincerely,

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

E. Joseph Savoie
President

svc
Attachment

**FIRST AMENDMENT TO
CONTRACT FOR EMPLOYMENT
ASSISTANT FOOTBALL COACH**

STATE OF LOUISIANA

PARISH OF LAFAYETTE

THIS FIRST AMENDMENT TO CONTRACT FOR EMPLOYMENT (“Amendment 1”) is made effective the 24th day of August, 2023 (“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”). This Amendment 1 is subject to the approval of the Board; therefore, the terms and conditions set forth in this Amendment 1 shall be considered a valid contract only upon execution by the parties and written approval by the Board. The Board and Coach may be collectively referred to herein as the “parties” and each may be referred to individually as a “party.” All capitalized terms not defined in this Amendment 1 shall have the same meaning as in the Contract.

WITNESSETH

WHEREAS, University and Coach entered into a Contract for Employment effective January 10, 2022 for Coach to be employed as University’s Assistant Coach – Running Backs for the Football Program under the terms and conditions set forth therein (the “Contract”);

WHEREAS, the parties now desire to amend the Contract; and

WHEREAS, the parties wish to make this Amendment 1 effective as of the Effective Date.

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. Delete Section 2.a in its entirety and replace it with the following:
 - 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, 2025 (“Initial Term”)
2. Delete Section 13.b.ii in its entirety and replace it with the following:
 - i. 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 2024 football season.
3. All other terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, Coach and the duly authorized representative of Board have executed this Amendment 1 on the dates indicated below.

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

**Matthew Bergeron,
Assistant Football Coach**

DocuSigned by:
Joe Savoie 8/4/2023
1405E1487C93461...

DocuSigned by:
Matthew Bergeron 8/1/2023
8325052E77214FF...

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

Date

IN ACKNOWLEDGEMENT AND ACCEPTANCE, the duly authorized representative of University of Louisiana at Lafayette Foundation affixes his signature on the date indicated below.

**University of Louisiana at Lafayette
Foundation**

DocuSigned by:
Bryan Hanks 8/3/2023
37D54100A727492...

Bryan Hanks Date
Chairman

Approved by the Board of Supervisors for the University of Louisiana System at its meeting on the ____ day of _____, 2023.

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



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

August 3, 2023

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 a request for approval of Mr. Jeffrey Burris', Assistant Football Coach, first amended contract agreement.

Please place this item on the agenda for the August 2023 meeting of the Board of Supervisors.

Sincerely,

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

E. Joseph Savoie
President

svc
Attachment

**FIRST AMENDMENT TO
CONTRACT FOR EMPLOYMENT
ASSISTANT FOOTBALL COACH**

STATE OF LOUISIANA

PARISH OF LAFAYETTE

THIS FIRST AMENDMENT TO CONTRACT FOR EMPLOYMENT (“Amendment 1”) is made effective the 24th day of August, 2023 (“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”). This Amendment 1 is subject to the approval of the Board; therefore, the terms and conditions set forth in this Amendment 1 shall be considered a valid contract only upon execution by the parties and written approval by the Board. The Board and Coach may be collectively referred to herein as the “parties” and each may be referred to individually as a “party.” All capitalized terms not defined in this Amendment 1 shall have the same meaning as in the Contract.

WITNESSETH

WHEREAS, University and Coach entered into a Contract for Employment effective January 1, 2022 for Coach to be employed as University’s Assistant Coach – Cornerbacks for the Football Program under the terms and conditions set forth therein (the “Contract”);

WHEREAS, the parties now desire to amend the Contract; and

WHEREAS, the parties wish to make this Amendment 1 effective as of the Effective Date.

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. Delete Section 2.a in its entirety and replace it with the following:
 - 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, 2025 (“Initial Term”)
2. Delete Section 13.b.ii in its entirety and replace it with the following:
 - i. 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 2024 football season.
3. All other terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, Coach and the duly authorized representative of Board have executed this Amendment 1 on the dates indicated below.

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

**Jeffrey Burris,
Assistant Football Coach**

DocuSigned by:
Joe Savoie 8/4/2023
1405E1487C93461...

DocuSigned by:
Jeffrey Burris 8/1/2023
5A5AB6954BC1459...

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

Date

IN ACKNOWLEDGEMENT AND ACCEPTANCE, the duly authorized representative of University of Louisiana at Lafayette Foundation affixes his signature on the date indicated below.

**University of Louisiana at Lafayette
Foundation**

DocuSigned by:
Bryan Hanks 8/3/2023
37D54100A727492...

Bryan Hanks Date
Chairman

Approved by the Board of Supervisors for the University of Louisiana System at its meeting on the ____ day of _____, 2023.

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



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

August 3, 2023

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 a request for approval of Mr. Michael Giuliani's, Assistant Football Coach, first amended contract agreement.

Please place this item on the agenda for the August 2023 meeting of the Board of Supervisors.

Sincerely,

A handwritten signature in blue ink, appearing to read 'E. Savoie', with a large loop and a flourish.

E. Joseph Savoie
President

svc
Attachment

**FIRST AMENDMENT TO
CONTRACT FOR EMPLOYMENT
ASSISTANT FOOTBALL COACH**

STATE OF LOUISIANA

PARISH OF LAFAYETTE

THIS FIRST AMENDMENT TO CONTRACT FOR EMPLOYMENT (“Amendment 1”) is made effective the 24th day of August, 2023 (“Effective Date”), by and between the BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM (“Board”), a public constitutional corporation organized and existing under the laws of the State of Louisiana, acting herein on behalf of the UNIVERSITY OF LOUISIANA AT LAFAYETTE (“University”), represented herein by Dr. E. Joseph Savoie, the duly authorized University President (“President”); and MICHAEL GIULIANI (“Coach”). This Amendment 1 is subject to the approval of the Board; therefore, the terms and conditions set forth in this Amendment 1 shall be considered a valid contract only upon execution by the parties and written approval by the Board. The Board and Coach may be collectively referred to herein as the “parties” and each may be referred to individually as a “party.” All capitalized terms not defined in this Amendment 1 shall have the same meaning as in the Contract.

WITNESSETH

WHEREAS, University and Coach entered into a Contract for Employment effective February 25, 2022 for Coach to be employed as University’s Assistant Coach – Outside Linebackers for the Football Program under the terms and conditions set forth therein (the “Contract”);

WHEREAS, the parties now desire to amend the Contract; and

WHEREAS, the parties wish to make this Amendment 1 effective as of the Effective Date.

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. Delete Section 2.a in its entirety and replace it with the following:
 - 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, 2025 (“Initial Term”)
2. Delete Section 13.b.ii in its entirety and replace it with the following:
 - i. 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 2024 football season.

3. All other terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, Coach and the duly authorized representative of Board have executed this Amendment 1 on the dates indicated below.

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

**Michael Guiliani,
Assistant Football Coach**

DocuSigned by:
Joe Savoie 8/4/2023
1405E1487C93461...

DocuSigned by:
Michael Guiliani 8/1/2023
874004E6CF934CE...

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

Date

IN ACKNOWLEDGEMENT AND ACCEPTANCE, the duly authorized representative of University of Louisiana at Lafayette Foundation affixes his signature on the date indicated below.

**University of Louisiana at Lafayette
Foundation**

DocuSigned by:
Bryan Hanks 8/3/2023
37D54100A727492...

Bryan Hanks Date
Chairman

Approved by the Board of Supervisors for the University of Louisiana System at its meeting on the ____ day of _____, 2023.

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



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

August 3, 2023

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 a request for approval of Mr. Bryant Ross', Assistant Football Coach, first amended contract agreement.

Please place this item on the agenda for the August 2023 meeting of the Board of Supervisors.

Sincerely,

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

E. Joseph Savoie
President

svc
Attachment

**FIRST AMENDMENT TO
CONTRACT FOR EMPLOYMENT
ASSISTANT FOOTBALL COACH**

STATE OF LOUISIANA

PARISH OF LAFAYETTE

THIS FIRST AMENDMENT TO CONTRACT FOR EMPLOYMENT (“Amendment 1”) is made effective the 24th day of August, 2023 (“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”). This Amendment 1 is subject to the approval of the Board; therefore, the terms and conditions set forth in this Amendment 1 shall be considered a valid contract only upon execution by the parties and written approval by the Board. The Board and Coach may be collectively referred to herein as the “parties” and each may be referred to individually as a “party.” All capitalized terms not defined in this Amendment 1 shall have the same meaning as in the Contract.

WITNESSETH

WHEREAS, University and Coach entered into a Contract for Employment effective January 10, 2022 for Coach to be employed as University’s Assistant Coach – Assistant Offensive Line for the Football Program under the terms and conditions set forth therein (the “Contract”);

WHEREAS, the parties now desire to amend the Contract; and

WHEREAS, the parties wish to make this Amendment 1 effective as of the Effective Date.

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. Delete Section 2.a in its entirety and replace it with the following:
 - 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, 2025 (“Initial Term”)
2. Delete Section 13.b.ii in its entirety and replace it with the following:
 - i. 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 2024 football season.
3. All other terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, Coach and the duly authorized representative of Board have executed this Amendment 1 on the dates indicated below.

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

**Bryant Ross,
Assistant Football Coach**

DocuSigned by:
Joe Savoie 8/8/2023
1405E1487C93461...

DocuSigned by:
B. Ross 8/7/2023
CD1BAF76D0AD43E...

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

Date

IN ACKNOWLEDGEMENT AND ACCEPTANCE, the duly authorized representative of University of Louisiana at Lafayette Foundation affixes his signature on the date indicated below.

**University of Louisiana at Lafayette
Foundation**

DocuSigned by:
Bryan Hanks 8/8/2023
37D54100A727492...

Bryan Hanks Date
Chairman

Approved by the Board of Supervisors for the University of Louisiana System at its meeting on the ____ day of _____, 2023.

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



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

August 3, 2023

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 a request for approval of Mr. Galen Scott's, Assistant Football Coach, first amended contract agreement.

Please place this item on the agenda for the August 2023 meeting of the Board of Supervisors.

Sincerely,

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

E. Joseph Savoie
President

svc
Attachment

**FIRST AMENDMENT TO
CONTRACT FOR EMPLOYMENT
ASSISTANT FOOTBALL COACH**

STATE OF LOUISIANA

PARISH OF LAFAYETTE

THIS FIRST AMENDMENT TO CONTRACT FOR EMPLOYMENT (“Amendment 1”) is made effective the 24th day of August, 2023 (“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”). This Amendment 1 is subject to the approval of the Board; therefore, the terms and conditions set forth in this Amendment 1 shall be considered a valid contract only upon execution by the parties and written approval by the Board. The Board and Coach may be collectively referred to herein as the “parties” and each may be referred to individually as a “party.” All capitalized terms not defined in this Amendment 1 shall have the same meaning as in the Contract.

WITNESSETH

WHEREAS, University and Coach entered into a Contract for Employment effective January 1, 2022 for Coach to be employed as University’s Assistant Coach – Inside Linebackers for the Football Program under the terms and conditions set forth therein (the “Contract”);

WHEREAS, the parties now desire to amend the Contract; and

WHEREAS, the parties wish to make this Amendment 1 effective as of the Effective Date.

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. Delete Section 2.a in its entirety and replace it with the following:
 - 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, 2025 (“Initial Term”)
2. Delete Section 13.b.ii in its entirety and replace it with the following:
 - i. 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 2024 football season.
3. All other terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, Coach and the duly authorized representative of Board have executed this Amendment 1 on the dates indicated below.

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

**Galen Scott,
Assistant Football Coach**

DocuSigned by:
Joe Savoie 8/4/2023
1405E1487C93461...

DocuSigned by:
Galen Scott 8/1/2023
4DFF44F667904CB...

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

Date

IN ACKNOWLEDGEMENT AND ACCEPTANCE, the duly authorized representative of University of Louisiana at Lafayette Foundation affixes his signature on the date indicated below.

**University of Louisiana at Lafayette
Foundation**

DocuSigned by:
Bryan Hanks 8/2/2023
37D54100A727492...

Bryan Hanks Date
Chairman

Approved by the Board of Supervisors for the University of Louisiana System at its meeting on the ____ day of _____, 2023.

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



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

August 3, 2023

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 a request for approval of Mr. Dennis Thomas', Assistant Football Coach, first amended contract agreement.

Please place this item on the agenda for the August 2023 meeting of the Board of Supervisors.

Sincerely,

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

E. Joseph Savoie
President

svc
Attachment

**FIRST AMENDMENT TO
CONTRACT FOR EMPLOYMENT
ASSISTANT FOOTBALL COACH**

STATE OF LOUISIANA

PARISH OF LAFAYETTE

THIS FIRST AMENDMENT TO CONTRACT FOR EMPLOYMENT (“Amendment 1”) is made effective the 24th day of August, 2023 (“Effective Date”), by and between the BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM (“Board”), a public constitutional corporation organized and existing under the laws of the State of Louisiana, acting herein on behalf of the UNIVERSITY OF LOUISIANA AT LAFAYETTE (“University”), represented herein by Dr. E. Joseph Savoie, the duly authorized University President (“President”); and DENNIS THOMAS (“Coach”). This Amendment 1 is subject to the approval of the Board; therefore, the terms and conditions set forth in this Amendment 1 shall be considered a valid contract only upon execution by the parties and written approval by the Board. The Board and Coach may be collectively referred to herein as the “parties” and each may be referred to individually as a “party.” All capitalized terms not defined in this Amendment 1 shall have the same meaning as in the Contract.

WITNESSETH

WHEREAS, University and Coach entered into a Contract for Employment effective February 25, 2022 for Coach to be employed as University’s Assistant Coach – Defensive Line for the Football Program under the terms and conditions set forth therein (the “Contract”);

WHEREAS, the parties now desire to amend the Contract; and

WHEREAS, the parties wish to make this Amendment 1 effective as of the Effective Date.

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. Delete Section 2.a in its entirety and replace it with the following:
 - 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, 2025 (“Initial Term”)
2. Delete Section 13.b.ii in its entirety and replace it with the following:
 - i. 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 2024 football season.
3. All other terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, Coach and the duly authorized representative of Board have executed this Amendment 1 on the dates indicated below.

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

**Dennis Thomas,
Assistant Football Coach**

DocuSigned by:
Joe Savoie 8/4/2023
1405E1487C93461...

DocuSigned by:
[Signature] 8/1/2023
AAF4857DF0D34EF...

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

Date

IN ACKNOWLEDGEMENT AND ACCEPTANCE, the duly authorized representative of University of Louisiana at Lafayette Foundation affixes his signature on the date indicated below.

**University of Louisiana at Lafayette
Foundation**

DocuSigned by:
Bryan Hanks 8/3/2023
37D54100A727492...

Bryan Hanks Date
Chairman

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

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



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

August 3, 2023

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 a request for approval of Mr. James C. Neighbors', Assistant Football Coach, first amended contract agreement.

Please place this item on the agenda for the August 2023 meeting of the Board of Supervisors.

Sincerely,

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

E. Joseph Savoie
President

svc
Attachment

**FIRST AMENDMENT TO
CONTRACT FOR EMPLOYMENT
ASSISTANT FOOTBALL COACH**

STATE OF LOUISIANA

PARISH OF LAFAYETTE

THIS FIRST AMENDMENT TO CONTRACT FOR EMPLOYMENT (“Amendment 1”) is made effective the 24th day of August, 2023 (“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”). This Amendment 1 is subject to the approval of the Board; therefore, the terms and conditions set forth in this Amendment 1 shall be considered a valid contract only upon execution by the parties and written approval by the Board. The Board and Coach may be collectively referred to herein as the “parties” and each may be referred to individually as a “party.” All capitalized terms not defined in this Amendment 1 shall have the same meaning as in the Contract.

WITNESSETH

WHEREAS, University and Coach entered into a Contract for Employment effective January 10, 2022 for Coach to be employed as University’s Assistant Coach – Director of Athletic Performance for the Football Program under the terms and conditions set forth therein (the “Contract”);

WHEREAS, the parties now desire to amend the Contract; and

WHEREAS, the parties wish to make this Amendment 1 effective as of the Effective Date.

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. Delete Section 2.a in its entirety and replace it with the following:
 - 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, 2025 (“Initial Term”)
2. Delete Section 13.b.ii in its entirety and replace it with the following:
 - 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 2024 football season.

3. All other terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, Coach and the duly authorized representative of Board have executed this Amendment 1 on the dates indicated below.

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

**James C. Neighbors,
Assistant Football Coach**

DocuSigned by:
Joe Savoie 8/4/2023
1405E1487C93461...

DocuSigned by:
James C. Neighbors 7/31/2023
5528FB1B13AB472...

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

Date

IN ACKNOWLEDGEMENT AND ACCEPTANCE, the duly authorized representative of University of Louisiana at Lafayette Foundation affixes his signature on the date indicated below.

**University of Louisiana at Lafayette
Foundation**

DocuSigned by:
Bryan Hanks 8/1/2023
37D54100A727492...

Bryan Hanks Date
Chairman

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

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



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

August 3, 2023

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 a request for approval of Mr. Troy Wingerter's, Chief of Staff for the Football Program, first amended contract agreement.

Please place this item on the agenda for the August 2023 meeting of the Board of Supervisors.

Sincerely,

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

E. Joseph Savoie
President

svc
Attachment

**FIRST AMENDMENT TO
CONTRACT FOR EMPLOYMENT
CHIEF OF STAFF**

STATE OF LOUISIANA

PARISH OF LAFAYETTE

THIS FIRST AMENDMENT TO CONTRACT FOR EMPLOYMENT (“Amendment 1”) is made effective the 24th day of August, 2023 (“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”). This Amendment 1 is subject to the approval of the Board; therefore, the terms and conditions set forth in this Amendment 1 shall be considered a valid contract only upon execution by the parties and written approval by the Board. The Board and Wingerter may be collectively referred to herein as the “parties” and each may be referred to individually as a “party.” All capitalized terms not defined in this Amendment 1 shall have the same meaning as in the Contract.

WITNESSETH

WHEREAS, University and Wingerter entered into a Contract for Employment effective January 1, 2022 for Wingerter to be employed as University’s Chief of Staff for the Football Program under the terms and conditions set forth therein (the “Contract”);

WHEREAS, the parties now desire to amend the Contract; and

WHEREAS, the parties wish to make this Amendment 1 effective as of the Effective Date.

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. Delete Section 2.a in its entirety and replace it with the following:
 - 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, 2025 (“Initial Term”)
2. Delete Section 13.b.ii in its entirety and replace it with the following:
 - i. 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 2024 football season.
3. All other terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, Wingerter and the duly authorized representative of Board have executed this Amendment 1 on the dates indicated below.

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

**Troy Wingerter,
Chief of Staff**

DocuSigned by:
Joe Savoie 8/4/2023
1405E1487C93461...

DocuSigned by:
Troy Wingerter 7/31/2023
34911B1CFE004AC...

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

Date

IN ACKNOWLEDGEMENT AND ACCEPTANCE, the duly authorized representative of University of Louisiana at Lafayette Foundation affixes his signature on the date indicated below.

**University of Louisiana at Lafayette
Foundation**

DocuSigned by:
Bryan Hanks 8/1/2023
37D54100A727492...

Bryan Hanks Date
Chairman

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

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