

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

ATHLETIC COMMITTEE

October 26, 2023

Item F.1. **Louisiana Tech University's** request for approval of a contract with Mr. Matthew Nantais, Head Women's Bowling Coach, between Louisiana Tech University and Louisiana Tech University Foundation, effective October 1, 2023.

EXECUTIVE SUMMARY

This agreement is for the period from October 1, 2023 to April 30, 2026. Coach will receive an annual base salary of \$57,825 from the University.

The Louisiana Tech University Foundation will pay performance incentives to Coach as follows:

Performance Incentives		
Conference Tournament Champion	\$5,000*	
NCAA Team Tournament At-Large Bid	\$2,000	
NCAA Regional Final	\$2,000	
NCAA Final Four	\$2,000	
NCAA Final Two	\$2,000	
NCAA Team Championship	\$10,000	
National Coach of the Year	\$3,500	Official award presented by NCAA.
Conference Coach of the Year	\$2,500	Official award presented by Conference.
Single Year APR > Women's Bowling DI Average	\$1,000	Beginning with the 22-23 APR report finalized in spring of 2024.
Single Year APR = 1000	\$1,000	
Highest national ranking in Conference at conclusion of regular season.	\$5,000*	As determined by official NCAA Bowling RPI rankings.

The potential supplements with an asterisk beside their dollar figures may be reduced to no less than \$4,000, respectively, should there be a change in the membership of the conference as it exists of 10/1/2023. The right to make such a reduction can only be exercised between the periods of 7/1/24 to 10/1/24 and 7/1/25 to 10/1/25.

The performance incentive payments by Foundation to Coach listed above are cumulative and shall not exceed \$30,000 per contract year.

If Coach is terminated without cause during the term of the contract, as liquidated damages, the Foundation shall make a monthly payment to Coach in the amount of \$4,819 for the remainder of the term of the contract. Payment for the initial month shall be prorated based upon the date of the month in which the termination is effective. The Foundation's obligation to pay such liquidated damages is subject Coach's duty to mitigate the damages.

If Coach terminates the contract without cause to accept employment as a bowling coach (or other similar position) prior to May 1, 2025, he will be liable to pay the Foundation an amount of \$7,500 within 60 days of the date of termination.

The University and the Louisiana Tech University Foundation signed this joint agreement with 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 Louisiana Tech University's request for approval of a contract with Mr. Matthew Nantais, Head Women's Bowling Coach, between Louisiana Tech University and Louisiana Tech University Foundation, effective October 1, 2023.



F.1.

LOUISIANA TECH UNIVERSITY®

OFFICE OF THE PRESIDENT

September 29, 2023

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

Dear Dr. Henderson:

Enclosed for your review is the Contract of Employment between **Matthew Nantais, Head Coach, Bowling**, and Louisiana Tech University. Also joining in the contract and consenting to its obligations is the Louisiana Tech University Foundation. The effective date of the Contract of Employment is October 1, 2023, through April 30, 2026.

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

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

Thank you for your attention to this matter.

Sincerely,

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

Leslie K. Guice
President

enclosures

**CONTRACT OF EMPLOYMENT:
BOWLING HEAD COACH**

STATE OF LOUISIANA

PARISH OF LINCOLN

This agreement is made and entered into on this _____ day of _____, 2023, between Louisiana Tech University (hereinafter referred to as "UNIVERSITY") through its President, Dr. Leslie K. Guice, and Matthew Nantais (hereinafter referred to as "COACH"). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System (hereinafter referred to as "BOARD"), the management board for Louisiana Tech University. The terms and conditions set forth in this Contract of Employment are not binding upon the parties until approval of the BOARD is obtained. Louisiana Tech University Foundation, Inc. (hereinafter referred to as "FOUNDATION") joins in this agreement consenting to the obligations incurred by the FOUNDATION. This single Contract of Employment shall become the agreement between the parties supplanting all previous contracts and/or memoranda of understanding.

EMPLOYMENT OF BOWLING HEAD COACH

1.0 Employment

1.1 The UNIVERSITY does hereby employ COACH as Bowling head coach, and COACH does hereby accept employment and agrees to perform all of the services pertaining to the Bowling program which are reasonably required of COACH, as well as, other services as may be reasonably contemplated hereunder, all as reasonably prescribed by the UNIVERSITY through its President and Director of Athletics.

1.2 COACH shall be responsible, and shall report, directly to the UNIVERSITY'S Director of Athletics and shall confer with the Director of Athletics or the Director's designee on

all administrative and technical matters. COACH shall also be under the general supervision of UNIVERSITY President.

1.3 COACH shall supervise and manage the Bowling team and shall perform such other duties for the UNIVERSITY'S athletic program as the Director of Athletics may reasonably assign, provided such other services are consistent with the services and duties of an NCAA Division I Bowling head coach.

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 athletic programs.

2.0 Term

2.1 The term of this agreement is for a period commencing October 1, 2023, and ending on April 30, 2026 (Term). Contract years shall be defined as the following:

Contract Year 1: October 1, 2023 to April 30, 2024

Contract Year 2: May 1, 2024 to April 30, 2025

Contract Year 3: May 1, 2025 to April 30, 2026

2.2 This agreement is renewable solely upon an offer from UNIVERSITY and acceptance by COACH, both of which must be in writing, signed by the parties and approved by the BOARD. This agreement does not grant COACH a claim to tenure in employment, nor shall COACH's service pursuant to this agreement count in any way toward tenure at UNIVERSITY.

2.3 This agreement may be amended or extended at any time during the period of this contract by mutual signed agreement of both parties and approval by the BOARD.

3.0 Compensation

3.1 In consideration of COACH'S services and satisfactory performance of this

agreement, UNIVERSITY shall pay COACH a base annual salary of \$57,825 for the term of this agreement, payable on a bi-weekly basis.

3.2 COACH shall not appear on any television or radio program or advertisement not authorized by the UNIVERSITY without the prior written approval of the UNIVERSITY, such approval not to be unreasonably withheld, except routine news media interviews for which no compensation is received. COACH may appear on television or radio programs not in conflict with pre-game, post-game or coach's shows with prior written approval of the UNIVERSITY, such approval not be unreasonably withheld.

4.0 Employee Benefits

4.1 UNIVERSITY will provide COACH the opportunity to participate in benefit plans including health insurance, dental insurance, retirement, disability, and/or life insurance on a basis consistent with other UNIVERSITY employees of a similar status. Such benefits will be based upon COACH's base annual salary as provided by UNIVERSITY, as defined in Paragraph 3.1. Employee benefits will terminate in accordance with University policy upon the time in which COACH is no longer a UNIVERSITY employee.

5.0 Performance Incentives – Athletic Performance Goals

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

Supplemental Payments		
Conference Tournament Champion	\$5,000*	
NCAA Team Tournament At-Large Bid	\$2,000	
NCAA Regional Final	\$2,000	
NCAA Final Four	\$2,000	
NCAA Final Two	\$2,000	
NCAA Team Championship	\$10,000	
National Coach of the Year	\$3,500	Official award presented by NCAA.
Conference Coach of the Year	\$2,500	Official award presented by Conference.
Single Year APR > Women's Bowling DI Average	\$1,000	Beginning with the 22-23 APR report finalized in spring of 2024.
Single Year APR = 1000	\$1,000	
Highest national ranking in Conference at conclusion of regular season.	\$5,000*	As determined by official NCAA Bowling RPI rankings.
Incentive payout may not exceed \$30,000 per contract year.		

* Potential supplemental payment may be reduced to no less than \$4,000 should there be a change in the membership of bowling teams competing in the conference as of 10/1/23. Such a reduction of potential supplemental payments must be notified to COACH in writing and may only be done so in the periods of 7/1/24 to 10/1/24 and 7/1/25 to 10/1/25.

5.2 Any supplemental payment earned pursuant to this section shall be payable within 60 days of earning from the FOUNDATION, solely from the athletic funds held by the FOUNDATION. Supplemental payments made to COACH from FOUNDATION shall not be considered earned income for the purpose of computation of retirement benefits. No withholdings will be made from these payments, and COACH shall be responsible for all applicable taxes. The FOUNDATION will issue the appropriate informational return to COACH and to the Internal Revenue Service and provide a copy to the UNIVERSITY.

5.3 FOUNDATION may desire COACH to be involved in its fundraising efforts, including activities involving sponsor and donor cultivation and solicitation which coordinate with

tournament play and season ticket sales (including special appearances at events and radio and television interviews) for which FOUNDATION will provide COACH the agreed upon supplemental payments listed in Paragraph 5.1. In that regard, COACH accepts his role with the FOUNDATION as an independent contractor and agrees that the services provided pursuant to that role are in his capacity as an independent contractor, not an agent or employee of the UNIVERSITY or the FOUNDATION. Supplemental payments made to COACH from FOUNDATION shall not be considered earned income for the purpose of computation of benefits under Paragraph 4.0 above. No withholdings will be made from these payments, and COACH shall be responsible for all applicable taxes.

6.0 Camps and Clinics

6.1 COACH may operate a camp for the teaching of athletic pursuits on UNIVERSITY property to the end of better utilization of the facilities and with suitable compensation paid to UNIVERSITY for the use of such facilities. The use of UNIVERSITY facilities will be determined by the availability of those facilities as established by the UNIVERSITY, provided, however that COACH shall have first priority of use of said facilities if the facilities are available at the time COACH requests said use.

6.2 It is specifically agreed that in the operation of such camps, COACH acts for himself in his private capacity and not as an agent or employee of the UNIVERSITY and that this agreement constitutes merely a license to use the property and facilities subject to the conditions set forth in the athletic department camp policy adopted by the UNIVERSITY President and Athletics Council. 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. COACH is an independent contractor during said camp activities and, as such, is licensed to use certain facilities of the UNIVERSITY. 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.

7.0 Shoe, Apparel, and/or Equipment Contracts

In the course of COACH's official duties, COACH shall, as determined by the UNIVERSITY, use the shoes, apparel, and/or equipment of the companies with which the UNIVERSITY has contracted for athletic supplies. Further, COACH, in his capacity as a representative of the Athletic Department, may be directed to endorse, consult, or provide otherservices for shoe, apparel, and/ or equipment companies. COACH shall make all reasonable efforts to be available as a consultant to shoe, apparel, and/or equipment companies as determined by the Director of Athletics. COACH's consulting duties may include, but are not limited to, providing written or oral feedback concerning the design or performance of products supplied to COACH and his team. Consultation is upon the UNIVERSITY's reasonable request and is subject to timely notice and availability of COACH. Compensation for outside services provided by COACH to athletic shoe, apparel, or equipment companies shall be paid by such companies. COACH's services to the company shall be separate from the services COACH will provide in the course of COACH's official duties for the UNIVERSITY. Payments to COACH for outside services provided by COACH to athletic shoe, apparel, and/or equipment companies shall be

subject to Paragraph 8.0 of this contract.

8.0 Outside Income-Subject to Compliance with Board Rules

8.1 COACH shall be prohibited from receiving athletically related benefits or compensation other than as previously described herein from any other source without prior written consent of UNIVERSITY, such consent not to be unreasonably withheld.

8.2 COACH shall be authorized to earn other revenue while employed by the UNIVERSITY, but such activities are independent of his UNIVERSITY employment, and the UNIVERSITY shall have no responsibility for any claims arising therefrom. COACH shall be entitled to retain revenue generated from his operation of Bowling camps and/or Bowling clinics in accordance with UNIVERSITY policy relating to camps or clinics conducted by Athletic Department personnel. All outside income will be subject to approval in accordance with the Board of Supervisors for the University of Louisiana System policies, such approval not to be unreasonably withheld.

8.3 COACH shall report annually in writing to the President on or before July 1st all athletically related income from sources outside the UNIVERSITY including, but not limited to, income from annuities, sports camps, housing benefits, complimentary ticket sales, television and radio programs and endorsement or consultation contracts with athletic shoe, apparel or equipment manufacturers or sellers, and complimentary memberships to social or athletic clubs, and the UNIVERSITY shall have reasonable access to all records of COACH to verify this report (NCAA Operating Bylaw 11).

9.0 Compliance with NCAA, Conference and University Rules

9.1 COACH shall abide by the rules and regulations of the NCAA, Conference and UNIVERSITY. Conference shall be defined as the athletic conference in which University is a

member, which at the time of signing this contract is Conference USA. COACH has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case (NCAA Operating Bylaw 19). If COACH is found in violation of one or more NCAA regulations, he shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA infractions process (See Operating Bylaw 19), including but not limited to suspension without pay or termination of employment (NCAA Operating Bylaw 11). COACH may be suspended for a period of time, without pay, or the employment of COACH may be terminated if COACH is found to be involved in deliberate and serious material violations of Conference and/or UNIVERSITY regulations.

9.2 COACH shall also abide by state and federal laws, the State of Louisiana Code of Government Ethics, UNIVERSITY policies 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.

9.3 COACH represents and warrants that he is not the subject of a current NCAA investigation, and/or to the best of his knowledge has never been the subject of an NCAA investigation. In the event UNIVERSITY discovers that COACH breached the foregoing warranty, UNIVERSITY may terminate this Contract of Employment upon discovery with no further financial obligation or penalty to COACH.

10.0 Termination

10.1 If COACH is terminated without cause during the term of the contract, as liquidated damages, the FOUNDATION shall make a monthly payment to COACH in the amount of \$4,819 dollars for the remainder of the term of the contract. Payment for the initial month shall be prorated

based upon the date of the month in which the termination is effective.

The FOUNDATION's obligation to pay COACH for the remainder of the term of the contract shall be subject to COACH's duty to mitigate his damages. COACH hereby agrees to mitigate such damages by making reasonable and diligent efforts to obtain employment commensurate with his qualifications and experience, as soon as reasonably possible after termination of this Contract of Employment pursuant to Paragraph 10.1. If COACH should obtain such new employment prior to the last installment payment of liquidated damages, COACH shall notify Director of Athletics of such new employment. Any further obligation of FOUNDATION to COACH shall be reduced by amount of salary or payment from new employment. Employment for purposes of this paragraph shall include any form of employment, including a contract of employment, employment at-will, or employment as an independent contractor. Unless specifically indicated via the official offer letter, any new type of employment is assumed to be permanent and monthly payments will be immediately reduced by 1/12 of the annual salary (or annualized pay if not salary) of the new position. Any such reduction shall be permanent regardless of whether or not COACH retains the new position for the duration of the payout period.

10.2 UNIVERSITY shall have the right to terminate COACH's employment and this Agreement for cause prior to its expiration on April 30, 2026. In the event this Agreement is terminated for cause, all obligations of UNIVERSITY and/or FOUNDATION to make further payment or provide any other consideration hereunder shall cease as of the date of termination. In addition to its normally understood meaning in employment contracts, the term "cause" shall include, without limitation, any of the following:

a. Failure or refusal by COACH to perform any of the material duties required by this Agreement or reasonably required of a Division I Bowling head coach, neglect by COACH of any

of the material duties required by this Agreement or reasonably required of a Division I Bowling head coach, COACH's unwillingness to perform such required material duties to the best of his ability, or any other material breach of this Agreement; or

b. Insubordination, including but not limited to, deliberate and serious failure to follow reasonable instructions from the Director of Athletics or deliberate and serious failure to comply with Athletics Department policies and procedures; or

c. A serious or major violation or a pattern of violations, whether intentional or negligent, by COACH of any Rules or Regulations, which violation may reflect adversely upon UNIVERSITY or its athletics program, including, but not limited to, any violation which may result in UNIVERSITY being investigated, placed on probation, or otherwise sanctioned by the NCAA or its Conference; or

d. A serious or major violation or a pattern of violations of any Rules and Regulations, whether intentional or negligent, or the allowing or condoning, whether directly or by negligent supervision, of any such violation or pattern of violations, by any coaching staff or other person under COACH's supervision and direction, including student-athletes in the program, which violation was known by COACH in the course of his normal duties, and which may, reflect adversely upon UNIVERSITY or its athletics program; or

e. Failure by COACH to report immediately to the Athletic Director any violations of Rules or Regulations known by COACH; or

f. Failing or refusing to provide information or documents in response to any reasonable requests or inquiries by the NCAA, the Conference, or any other governing body concerning or related to the supervision of the program or directing or otherwise instructing any coach, student-athlete or any other individual to fail or to refuse to provide such information or documents; or

g. Any fraud or dishonesty of COACH while performing the duties required by this Agreement, including, but not limited to, falsifying, altering or otherwise fraudulently preparing any document(s) or record(s) of, or required by, the University of Louisiana System, Louisiana Tech University, the NCAA, or the Conference pertaining to the Program, recruits or student-athletes, transcripts eligibility forms, compliance reports, or expense reports, or any other document pertaining or related to any sanction of the Program; or

h. Engaging in, assisting, encouraging, or soliciting others to engage in bookmaking, illegal gambling, or betting of any type involving any intercollegiate or professional athletic contest; or

i. Possession, use, sale, or manufacture of any narcotics, drugs, or other controlled substances or steroids or other chemicals in a manner which is prohibited by Rules or Regulations, or allowing, encouraging, or condoning the possession, use, sale, or manufacture of any narcotics, drugs, alcohol, controlled substances, steroids, or other chemicals by any student-athlete in a manner which is prohibited by Rules or Regulations, or failure or refusal to fully participate and cooperate in UNIVERSITY's implementation and enforcement of any narcotic, drug, alcohol, controlled substance, steroid or other chemical testing programs(s); or

j. Conduct of the COACH which, in the reasonable judgment of the UNIVERSITY as determined by the Director of Athletics with concurrence of the President, is seriously prejudicial to the best interests of the UNIVERSITY or its athletic program; would tend to bring public disrespect, embarrassment, contempt, scandal, or ridicule on COACH or UNIVERSITY; which otherwise fails to follow the moral and ethical standard reasonably expected of COACH as a leading representative of the Department of Athletics and UNIVERSITY; or which violates the UNIVERSITY's mission; or being charged or arrested for any crime involving theft, dishonesty, or moral turpitude; or

k. COACH being charged or arrested for violation of a criminal statute or regulation, excluding minor traffic violations, provided that an arrest for DUI, DWI, or materially similar charges shall not be considered an arrest or charge for a minor traffic violation; or

l. Engaging in a consensual sexual relationship with any individual over whom he exercised direct or significant academic, administrative, supervisory, evaluative, counseling or extracurricular authority or influence (Louisiana Tech Policy 1450); or

m. Prolonged absence from duty without the consent of COACH's reporting superior; or

n. Any cause adequate to sustain termination of any regular staff employee of UNIVERSITY, including but not limited to a violation of the Louisiana Code of Governmental Ethics (Louisiana Tech Policy 1410), a harassment violation (Louisiana Tech Policy 1438), or a sexual harassment violation (Louisiana Tech Policy 1436).

10.3 In the event COACH terminates the contract without cause in order to accept employment as a Bowling coach (or similar position) elsewhere prior to May 1, 2025 he shall be liable to pay the FOUNDATION a buyout in the amount of \$7,500 within 60 days of the date of termination.

10.4. Title IX and Sexual Misconduct Policy Reporting and Compliance:

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

or the University of Louisiana System's Sexual Misconduct Policy that COACH is aware of or has reasonable cause to believe is taking place or may have taken place. The University may terminate this Agreement for cause pursuant to the for-cause-termination provisions of this Agreement for any determined violation by COACH for failure to report a Known Violation of:

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

11.0 Automatic Termination Upon Death or Disability of Coach

This agreement shall terminate automatically if COACH dies or becomes physically or mentally disabled to such an extent that, in the judgment of the Director of Athletics, he is unable to satisfactorily perform all duties of a NCAA Division I Bowling head coach. If this agreement is terminated pursuant to this section, the University shall be relieved of all liabilities and/or obligations under this agreement as of the date of death or disability.

12.0 Termination – General Provisions

12.1 If COACH terminates the contract, or if the contract is terminated for cause, neither the UNIVERSITY nor the FOUNDATION shall be liable for any payments or benefits after the date of termination, except for amounts previously earned (including supplemental payment) but not yet paid.

12.2 In the event any dispute arises between the parties concerning this agreement, the party alleging a breach by the other must give written notice to the other detailing the alleged dispute or breach 60 days prior to initiating legal action. If a lawsuit is filed concerning a dispute over this agreement, such suit must be filed in Lincoln Parish, Louisiana, and the prevailing party is entitled to recover attorney's fees in addition to any other relief awarded by the court.

12.3 Prior to termination of COACH, UNIVERSITY will obtain approval from the President of the University of Louisiana System.

12.4 COACH may be terminated at any time due to financial circumstances in which the UNIVERSITY or the University of Louisiana System has declaration of financial exigency. In the event of such termination, COACH will receive as liquidated damages sums payable to COACH pursuant to paragraph 3.1 for the remainder of the term of the contract. Such sum shall be payable by the FOUNDATION solely through its athletic funds. The liquidated damages payment for the current contract year shall be paid within 60 days of termination. Liquidated damages due to COACH beyond the current contract year shall be payable on an annual basis by April 1 of the contract year in which COACH would have earned the compensation. All compensation, including salary, benefits, and other remuneration incidental to employment, ceases upon termination.

13.0 Invalid Provisions

If any provision or provisions hereof 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 provisions to alter the bounds thereof in order to render it valid and enforceable.

14.0 Notice Provision

Any notice provided for herein shall be in writing and shall be deemed to have been given when delivered personally to the party who is to receive such notice or three (3) days after it is mailed by U.S. registered, certified, or first-class mail to such party.

Unless hereinafter changed by written notice to COACH, any notice to the UNIVERSITY shall be sent to the following people or their successors:

Dr. Eric A. Wood
VP and Director of Athletics
Louisiana Tech University
PO Box 3046
Ruston, LA 71272

With copy to:
Justin Kavalir
General Counsel
Louisiana Tech University
P.O. Box 3168
Ruston, LA 71272

AND

Lisa Bradley
Interim Vice President/University Advancement
Louisiana Tech University Foundation
P.O. Box 3183
Ruston, LA 71272

Unless hereinafter changed by written notice to the UNIVERSITY, any notice to COACH shall be sent to his official address on file with the UNIVERSITY's HR office.

15.0 Merger Clause/No Oral Modification

This agreement constitutes and expresses the entire agreement and understanding of the parties regarding any employment of COACH by the UNIVERSITY and regarding any of the matters or things therein provided or previously discussed or mentioned in reference to such employment. There are no oral, written or other contracts, understandings, letter agreements, promises or representations between the parties regarding the subject matter of these agreements. These agreements cannot be changed, modified or amended except by written instrument signed by both parties.

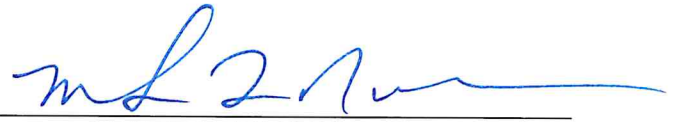
SIGNATURE PAGE TO FOLLOW

**CONTRACT OF EMPLOYMENT:
BOWLING HEAD COACH**

SIGNATURE PAGE

LOUISIANA TECH UNIVERSITY


By: **DR. LESLIE K. GUICE**
PRESIDENT


MATTHEW NANTAIS
BOWLING HEAD COACH


By: **DR. ERIC A. WOOD**
VICE PRESIDENT AND DIRECTOR OF ATHLETICS

LOUISIANA TECH UNIVERSITY FOUNDATION, INC.


By: **LISA BRADLEY**
INTERIM VICE PRESIDENT FOR UNIVERSITY ADVANCEMENT

**RE: LOUISIANA TECH UNIVERSITY
CONTRACT OF EMPLOYMENT
BOWLING HEAD COACH**

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

Dr. Jim Henderson
President
University of Louisiana System

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

ATHLETIC COMMITTEE

October 26, 2023

Item F.2. **Louisiana Tech University's** request for approval of a contract with Ms. Amy Sargeant, Head Women's Tennis Coach, between Louisiana Tech University and Louisiana Tech University Foundation, effective August 24, 2023.

EXECUTIVE SUMMARY

This agreement is for the period from August 24, 2023 to June 30, 2026. Coach will receive an annual base salary of \$63,000 from the University. The Louisiana Tech University Foundation will pay Coach \$6,000 annually (\$500 monthly) through June 30, 2025 and then \$7,000 annually (\$583.33 monthly) through June 30, 2026 for Coach's fundraising efforts and her role with the Louisiana Tech Radio Network.

The Louisiana Tech University Foundation will pay performance incentives to Coach as follows:

Performance Incentives		
Conference Tournament Champion	\$3,500	
NCAA Team Tournament At-Large Bid	\$2,000	
NCAA Individual/Doubles Qualifier	\$1,000	Per Individual or Team.
Per NCAA Individual/Doubles Win	\$1,000	Per Individual or Team.
NCAA Team Tournament Round of 32	\$2,000	
NCAA Team Tournament Round of 16	\$2,000	
NCAA Team Tournament Final 8	\$2,000	
NCAA Team Tournament Final 4	\$2,000	
NCAA Team Tournament Final 2	\$2,000	
NCAA Team Championship	\$15,000	
National Coach of the Year	\$5,000	As presented by the Intercollegiate Tennis Association.
Conference Coach of the Year	\$2,500	Official award presented by Conference.
Regional Coach of the Year	\$2,500	As presented by the Intercollegiate Tennis Association. Award capped at \$1,000 if also named Conference Coach of the Year in the same year.
Single Year APR > Women's Tennis DI Average	\$1,000	Beginning with the 23-24 APR report finalized in spring of 2025.
Single Year APR = 1000	\$1,000	
Highest national ranking in Conference at conclusion of regular season.	\$3,500	As determined by official rankings of the Intercollegiate Tennis Association.

The performance incentive payments by Foundation to Coach listed above are cumulative and shall not exceed \$35,000 per contract year.

If Coach is terminated without cause during the term of the contract, as liquidated damages, the Foundation shall pay Coach the following amounts beginning on the last day of the month following the date of termination. Payment for the initial month shall be prorated based upon the date of termination.

- If terminated during Contract Year 1, \$5,750 monthly for the remainder of Contract Year 1 and Contract Year 2 and then \$5,833 monthly for the remainder of the Term.
- If terminated during Contract Year 2, \$5,750 monthly for the remainder of Contract Year 2 and then \$5,833 monthly for the remainder of the term.
- If terminated during Contract Year 3, \$5,833 monthly for the remainder of the term.

The Foundation's obligation to pay such liquated damages is subject Coach's duty to mitigate the damages.

If Coach terminates the contract without cause to accept employment as a tennis coach (or other similar position) prior to July 1, 2025, she will be liable to pay the Foundation an amount of \$10,000 within 60 days of the date of termination.

The University and the Louisiana Tech University Foundation signed this joint agreement with 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 Louisiana Tech University's request for approval of a contract with Ms. Amy Sargeant, Head Women's Tennis Coach, between Louisiana Tech University and Louisiana Tech University Foundation, effective August 24, 2023.



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LOUISIANA TECH UNIVERSITY®

OFFICE OF THE PRESIDENT

September 29, 2023

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

Dear Dr. Henderson:

Enclosed for your review is the Contract of Employment between **Amy Sargeant, Head Coach, Tennis,** and Louisiana Tech University. Also joining in the contract and consenting to its obligations is the Louisiana Tech University Foundation. The effective date of the Contract of Employment is August 24, 2023, through June 30, 2026.

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

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

Thank you for your attention to this matter.

Sincerely,

A handwritten signature in blue ink, reading "Leslie K. Guice".

Leslie K. Guice
President

enclosures

**CONTRACT OF EMPLOYMENT:
TENNIS HEAD COACH**

STATE OF LOUISIANA

PARISH OF LINCOLN

This agreement is made and entered into on this _____ day of _____, 2023, between Louisiana Tech University (hereinafter referred to as "UNIVERSITY") through its President, Dr. Leslie K. Guice, and Amy Sargeant (hereinafter referred to as "COACH"). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System (hereinafter referred to as "BOARD"), the management board for Louisiana Tech University. The terms and conditions set forth in this Contract of Employment are not binding upon the parties until approval of the BOARD is obtained. Louisiana Tech University Foundation, Inc. (hereinafter referred to as "FOUNDATION") joins in this agreement consenting to the obligations incurred by the FOUNDATION. This single Contract of Employment shall become the agreement between the parties supplanting all previous contracts and/or memoranda of understanding.

EMPLOYMENT OF TENNIS HEAD COACH

1.0 Employment

1.1 The UNIVERSITY does hereby employ COACH as tennis head coach, and COACH does hereby accept employment and agrees to perform all of the services pertaining to the tennis program which are reasonably required of COACH, as well as, other services as may be reasonably contemplated hereunder, all as reasonably prescribed by the UNIVERSITY through its President and Director of Athletics.

1.2 COACH shall be responsible, and shall report, directly to the UNIVERSITY'S Director of Athletics and shall confer with the Director of Athletics or the Director's designee on

all administrative and technical matters. COACH shall also be under the general supervision of UNIVERSITY President.

1.3 COACH shall supervise and manage the tennis team and shall perform such other duties for the UNIVERSITY'S athletic program as the Director of Athletics may reasonably assign, provided such other services are consistent with the services and duties of an NCAA Division I tennis head coach.

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 athletic programs.

2.0 Term

2.1 The term of this agreement is for a period commencing August 24, 2023, and ending on June 30, 2026 (Term). Contract years shall be defined as the following:

Contract Year 1: August 24, 2023 to June 30, 2024

Contract Year 2: July 1, 2024 to June 30, 2025

Contract Year 3: July 1, 2025 to June 30, 2026

2.2 This agreement is renewable solely upon an offer from UNIVERSITY and acceptance by COACH, both of which must be in writing, signed by the parties and approved by the BOARD. This agreement does not grant COACH a claim to tenure in employment, nor shall COACH's service pursuant to this agreement count in any way toward tenure at UNIVERSITY.

2.3 This agreement may be amended or extended at any time during the period of this contract by mutual signed agreement of both parties and approval by the BOARD.

3.0 Compensation

3.1 In consideration of COACH'S services and satisfactory performance of this

agreement, UNIVERSITY shall pay COACH a base annual salary of \$63,000 for the term of this agreement, payable on a bi-weekly basis.

3.2 FOUNDATION through its athletic funds shall pay COACH the following monthly amounts for COACH's role in the Louisiana Tech Radio Network and for COACH's role as a fundraiser for Louisiana Tech Athletics and Louisiana Tech Tennis:

Contract Year 1: \$500 monthly.

Contract Year 2: \$500 monthly.

Contract Year 3: \$583.33 monthly.

3.3 COACH accepts her role with the FOUNDATION as an independent contractor and agrees that the services provided pursuant to that role are in her capacity as an independent contractor, not an agent or employee of the UNIVERSITY or the FOUNDATION. Payments made to COACH from FOUNDATION shall not be considered earned income for the purpose of computation of retirement benefits. No withholdings will be made from these payments, and COACH shall be responsible for all applicable taxes. The FOUNDATION will issue the appropriate informational return to COACH and to the Internal Revenue Service and provide a copy to the UNIVERSITY.

3.4 Payment from FOUNDATION is contingent upon COACH making reasonable efforts to promote the radio broadcast and making reasonable efforts to increase funding for Louisiana Tech Athletics and Louisiana Tech Tennis. COACH shall not unreasonably refuse to personally contact sponsors, potential sponsors, donors and/or potential donors to generate or increase revenues provided such requests do not interfere with COACH'S coaching duties.

3.5 COACH shall not appear on any television or radio program or advertisement not authorized by the UNIVERSITY without the prior written approval of the UNIVERSITY, such

approval not to be unreasonably withheld, except routine news media interviews for which no compensation is received. COACH may appear on television or radio programs not in conflict with pre-game, post-game or coach's shows with prior written approval of the UNIVERSITY, such approval not be unreasonably withheld.

4.0 Employee Benefits

4.1 UNIVERSITY will provide COACH the opportunity to participate in benefit plans including health insurance, dental insurance, retirement, disability, and/or life insurance on a basis consistent with other UNIVERSITY employees of a similar status. Such benefits will be based upon COACH's base annual salary as provided by UNIVERSITY, as defined in Paragraph 3.1. Employee benefits will terminate in accordance with University policy upon the time in which COACH is no longer a UNIVERSITY employee.

4.2 FOUNDATION will provide COACH with a moving incentive of \$2,500 payable immediately upon COACH's official first day of employment with the UNIVERSITY. Additionally, FOUNDATION will reimburse COACH for any moving expenses she may incur consistent with the athletic department's moving expense policy. The total combined moving expense incentive and other moving expense reimbursement shall not exceed \$6,900.

5.0 Performance Incentives – Athletic Performance Goals

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

Supplemental Payments		
Conference Tournament Champion	\$3,500	
NCAA Team Tournament At-Large Bid	\$2,000	
NCAA Individual/Doubles Qualifier	\$1,000	Per Individual or Team.
Per NCAA Individual/Doubles Win	\$1,000	Per Individual or Team.
NCAA Team Tournament Round of 32	\$2,000	
NCAA Team Tournament Round of 16	\$2,000	
NCAA Team Tournament Final 8	\$2,000	
NCAA Team Tournament Final 4	\$2,000	
NCAA Team Tournament Final 2	\$2,000	
NCAA Team Championship	\$15,000	
National Coach of the Year	\$5,000	As presented by the Intercollegiate Tennis Association.
Conference Coach of the Year	\$2,500	Official award presented by Conference.
Regional Coach of the Year	\$2,500	As presented by the Intercollegiate Tennis Association. Award capped at \$1,000 if also named Conference Coach of the Year in the same year.
Single Year APR > Women's Tennis DI Average	\$1,000	Beginning with the 23-24 APR report finalized in spring of 2025.
Single Year APR = 1000	\$1,000	
Highest national ranking in Conference at conclusion of regular season.	\$3,500	As determined by official rankings of the Intercollegiate Tennis Association.
Incentive payout may not exceed \$35,000 per contract year.		

5.2 Any supplemental payment earned pursuant to this section shall be payable within 60 days of earning from the FOUNDATION, solely from the athletic funds held by the FOUNDATION. Supplemental payments made to COACH from FOUNDATION shall not be considered earned income for the purpose of computation of retirement benefits. No withholdings will be made from these payments, and COACH shall be responsible for all applicable taxes. The FOUNDATION will issue the appropriate informational return to COACH and to the Internal Revenue Service and provide a copy to the UNIVERSITY.

5.3 FOUNDATION may desire COACH to be involved in its fundraising efforts, including activities involving sponsor and donor cultivation and solicitation which coordinate with tournament play and season ticket sales (including special appearances at events and radio and television interviews) for which FOUNDATION will provide COACH the agreed upon supplemental payments listed in Paragraph 5.2. In that regard, COACH accepts her role with the FOUNDATION as an independent contractor and agrees that the services provided pursuant to that role are in her capacity as an independent contractor, not an agent or employee of the UNIVERSITY or the FOUNDATION. Supplemental payments made to COACH from FOUNDATION shall not be considered earned income for the purpose of computation of benefits under Paragraph 4.0 above. No withholdings will be made from these payments, and COACH shall be responsible for all applicable taxes.

6.0 Camps and Clinics

6.1 COACH may operate a camp for the teaching of athletic pursuits on UNIVERSITY property to the end of better utilization of the facilities and with suitable compensation paid to UNIVERSITY for the use of such facilities. The use of UNIVERSITY facilities will be determined by the availability of those facilities as established by the UNIVERSITY, provided, however that COACH shall have first priority of use of said facilities if the facilities are available at the time COACH requests said use.

6.2 It is specifically agreed that in the operation of such camps, COACH acts for herself in her private capacity and not as an agent or employee of the UNIVERSITY and that this agreement constitutes merely a license to use the property and facilities subject to the conditions set forth in the athletic department camp policy adopted by the UNIVERSITY President and Athletics Council. 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. COACH is an independent contractor during said camp activities and, as such, is licensed to use certain facilities of the UNIVERSITY. 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.

7.0 Shoe, Apparel, and/or Equipment Contracts

In the course of COACH's official duties, COACH shall, as determined by the UNIVERSITY, use the shoes, apparel, and/or equipment of the companies with which the UNIVERSITY has contracted for athletic supplies. Further, COACH, in her capacity as a representative of the Athletic Department, may be directed to endorse, consult, or provide otherservices for shoe, apparel, and/or equipment companies. COACH shall make all reasonable efforts to be available as a consultant to shoe, apparel, and/or equipment companies as determined by the Director of Athletics. COACH's consulting duties may include, but are not limited to, providing written or oral feedback concerning the design or performance of products supplied to COACH and her team. Consultation is upon the UNIVERSITY's reasonable request and is subject to timely notice and availability of COACH. Compensation for outside services provided by COACH to athletic shoe, apparel, or equipment companies shall be paid by such companies. COACH's services to the company shall be separate from the services COACH will provide in the

course of COACH's official duties for the UNIVERSITY. Payments to COACH for outside services provided by COACH to athletic shoe, apparel, and/or equipment companies shall be subject to Paragraph 8.0 of this contract.

8.0 Outside Income-Subject to Compliance with Board Rules

8.1 COACH shall be prohibited from receiving athletically related benefits or compensation other than as previously described herein from any other source without prior written consent of UNIVERSITY, such consent not to be unreasonably withheld.

8.2 COACH shall be authorized to earn other revenue while employed by the UNIVERSITY, but such activities are independent of her UNIVERSITY employment, and the UNIVERSITY shall have no responsibility for any claims arising therefrom. COACH shall be entitled to retain revenue generated from her operation of tennis camps and/or tennis clinics in accordance with UNIVERSITY policy relating to camps or clinics conducted by Athletic Department personnel. All outside income will be subject to approval in accordance with the Board of Supervisors for the University of Louisiana System policies, such approval not to be unreasonably withheld.

8.3 COACH shall report annually in writing to the President on or before July 1st, the first such report not due until July 1, 2024, all athletically related income from sources outside the UNIVERSITY including, but not limited to, income from annuities, sports camps, housing benefits, complimentary ticket sales, television and radio programs and endorsement or consultation contracts with athletic shoe, apparel or equipment manufacturers or sellers, and complimentary memberships to social or athletic clubs, and the UNIVERSITY shall have reasonable access to all records of COACH to verify this report (NCAA Operating Bylaw 11).

9.0 Compliance with NCAA, Conference and University Rules

9.1 COACH shall abide by the rules and regulations of the NCAA, Conference and UNIVERSITY. Conference shall be defined as the athletic conference in which University is a member, which at the time of signing this contract is Conference USA. COACH has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case (NCAA Operating Bylaw 19). If COACH is found in violation of one or more NCAA regulations, she shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA infractions process (NCAA Operating Bylaw 19), including but not limited to suspension without pay or termination of employment (NCAA Operating Bylaw 11). COACH may be suspended for a period of time, without pay, or the employment of COACH may be terminated if COACH is found to be involved in deliberate and serious material violations of Conference and/or UNIVERSITY regulations.

9.2 COACH shall also abide by state and federal laws, the State of Louisiana Code of Government Ethics, UNIVERSITY policies 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.

9.3 COACH represents and warrants that she is not the subject of a current NCAA investigation, and/or to the best of her knowledge has never been the subject of an NCAA investigation. In the event UNIVERSITY discovers that COACH breached the foregoing warranty, UNIVERSITY may terminate this Contract of Employment upon discovery with no further financial obligation or penalty to COACH.

10.0 Tennis Staff

COACH may make hiring decisions regarding assistant tennis coaches in her sole

discretion subject to approval of the Director of Athletics and approval by the Board of Supervisors for the University of Louisiana System. The FTE salary pool for the tennis staff will be \$14,248.

11.0 Termination

11.1 If COACH is terminated without cause during the term of the contract, as liquidated damages, the FOUNDATION shall pay COACH the following amounts beginning on the last day of the month following the date of termination. Payment for the initial month shall be prorated based upon the date of termination.

If terminated during Contract Year 1, \$5,750 monthly for the remainder of Contract Year 1 and Contract Year 2 and then \$5,833 monthly for the remainder of the Term.

If terminated during Contract Year 2, \$5,750 monthly for the remainder of Contract Year 2 and then \$5,833 monthly for the remainder of the term.

If terminated during Contract Year 3, \$5,833 monthly for the remainder of the term.

The FOUNDATION's obligation to pay COACH for the remainder of the term of the contract shall be subject to COACH's duty to mitigate her damages. COACH hereby agrees to mitigate such damages by making reasonable and diligent efforts to obtain employment commensurate with her qualifications and experience, as soon as reasonably possible after termination of this Contract of Employment pursuant to Paragraph 11.1. If COACH should obtain such new employment prior to the last installment payment of liquidated damages, COACH shall notify Director of Athletics of such new employment. Any further obligation of FOUNDATION to COACH shall be reduced by amount of salary or payment from new employment. Employment for purposes of this paragraph shall include any form of employment, including a contract of employment, employment at-will, or employment as an independent contractor. Unless specifically indicated via the official offer letter, any new type of employment is assumed to be

permanent and monthly payments will be immediately reduced by 1/12 of the annual salary (or annualized pay if not salary) of the new position. Any such reduction shall be permanent regardless of whether or not COACH retains the new position for the duration of the payout period.

11.2 UNIVERSITY shall have the right to terminate COACH's employment and this Agreement for cause prior to its expiration on June 30, 2026. In the event this Agreement is terminated for cause, all obligations of UNIVERSITY and/or FOUNDATION to make further payment or provide any other consideration hereunder shall cease as of the date of termination. In addition to its normally understood meaning in employment contracts, the term "cause" shall include, without limitation, any of the following:

a. Failure or refusal by COACH to perform any of the material duties required by this Agreement or reasonably required of a Division I tennis head coach, neglect by COACH of any of the material duties required by this Agreement or reasonably required of a Division I tennis head coach, COACH's unwillingness to perform such required material duties to the best of her ability, or any other material breach of this Agreement; or

b. Insubordination, including but not limited to, deliberate and serious failure to follow reasonable instructions from the Director of Athletics or deliberate and serious failure to comply with Athletics Department policies and procedures; or

c. A serious or major violation or a pattern of violations, whether intentional or negligent, by COACH of any Rules or Regulations, which violation may reflect adversely upon UNIVERSITY or its athletics program, including, but not limited to, any violation which may result in UNIVERSITY being investigated, placed on probation, or otherwise sanctioned by the NCAA or its Conference; or

d. A serious or major violation or a pattern of violations of any Rules and Regulations,

whether intentional or negligent, or the allowing or condoning, whether directly or by negligent supervision, of any such violation or pattern of violations, by any coaching staff or other person under COACH's supervision and direction, including student-athletes in the program, which violation was known by COACH in the course of her normal duties, and which may, reflect adversely upon UNIVERSITY or its athletics program; or

e. Failure by COACH to report immediately to the Athletic Director any violations of Rules or Regulations known by COACH; or

f. Failing or refusing to provide information or documents in response to any reasonable requests or inquiries by the NCAA, the Conference, or any other governing body concerning or related to the supervision of the program or directing or otherwise instructing any coach, student-athlete or any other individual to fail or to refuse to provide such information or documents; or

g. Any fraud or dishonesty of COACH while performing the duties required by this Agreement, including, but not limited to, falsifying, altering or otherwise fraudulently preparing any document(s) or record(s) of, or required by, the University of Louisiana System, Louisiana Tech University, the NCAA, or the Conference pertaining to the Program, recruits or student-athletes, transcripts eligibility forms, compliance reports, or expense reports, or any other document pertaining or related to any sanction of the Program; or

h. Engaging in, assisting, encouraging, or soliciting others to engage in bookmaking, illegal gambling, or betting of any type involving any intercollegiate or professional athletic contest; or

i. Possession, use, sale, or manufacture of any narcotics, drugs, or other controlled substances or steroids or other chemicals in a manner which is prohibited by Rules or Regulations, or allowing, encouraging, or condoning the possession, use, sale, or manufacture of any narcotics, drugs, alcohol, controlled substances, steroids, or other chemicals by any student-athlete in a

manner which is prohibited by Rules or Regulations, or failure or refusal to fully participate and cooperate in UNIVERSITY's implementation and enforcement of any narcotic, drug, alcohol, controlled substance, steroid or other chemical testing programs(s); or

j. Conduct of the COACH which, in the reasonable judgment of the UNIVERSITY as determined by the Director of Athletics with concurrence of the President, is seriously prejudicial to the best interests of the UNIVERSITY or its athletic program; would tend to bring public disrespect, embarrassment, contempt, scandal, or ridicule on COACH or UNIVERSITY; which otherwise fails to follow the moral and ethical standard reasonably expected of COACH as a leading representative of the Department of Athletics and UNIVERSITY; or which violates the UNIVERSITY's mission; or being charged or arrested for any crime involving theft, dishonesty, or moral turpitude; or

k. COACH being charged or arrested for violation of a criminal statute or regulation, excluding minor traffic violations, provided that an arrest for DUI, DWI, or materially similar charges shall not be considered an arrest or charge for a minor traffic violation; or

l. Engaging in a consensual sexual relationship with any individual over whom she exercised direct or significant academic, administrative, supervisory, evaluative, counseling or extracurricular authority or influence (Louisiana Tech Policy 1450); or

m. Prolonged absence from duty without the consent of COACH's reporting superior; or

n. Any cause adequate to sustain termination of any regular staff employee of UNIVERSITY, including but not limited to a violation of the Louisiana Code of Governmental Ethics (Louisiana Tech Policy 1410), a harassment violation (Louisiana Tech Policy 1438), or a sexual harassment violation (Louisiana Tech Policy 1436).

11.3 In the event COACH terminates the contract without cause in order to accept

employment as a tennis coach (or similar position) elsewhere prior to July 1, 2025 she shall be liable to pay the FOUNDATION a buyout in the amount of \$10,000 within 60 days of the date of termination.

11.4. Title IX and Sexual Misconduct Policy Reporting and Compliance:

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

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

12.0 Automatic Termination Upon Death or Disability of Coach

This agreement shall terminate automatically if COACH dies or becomes physically or mentally disabled to such an extent that, in the judgment of the Director of Athletics, she is unable to satisfactorily perform all duties of a NCAA Division I tennis head coach. If this agreement is terminated pursuant to this section, the University shall be relieved of all liabilities and/or

obligations under this agreement as of the date of death or disability.

13.0 Termination – General Provisions

13.1 If COACH terminates the contract, or if the contract is terminated for cause, neither the UNIVERSITY nor the FOUNDATION shall be liable for any payments or benefits after the date of termination, except for amounts previously earned (including supplemental payment) but not yet paid.

13.2 In the event any dispute arises between the parties concerning this agreement, the party alleging a breach by the other must give written notice to the other detailing the alleged dispute or breach 60 days prior to initiating legal action. If a lawsuit is filed concerning a dispute over this agreement, such suit must be filed in Lincoln Parish, Louisiana, and the prevailing party is entitled to recover attorney's fees in addition to any other relief awarded by the court.

13.3 Prior to termination of COACH, UNIVERSITY will obtain approval from the President of the University of Louisiana System.

13.4 COACH may be terminated at any time due to financial circumstances in which the UNIVERSITY or the University of Louisiana System has declaration of financial exigency. In the event of such termination, COACH will receive as liquidated damages sums payable to COACH pursuant to paragraphs 3.1 and 3.2 for the remainder of the term of the contract. Such sum shall be payable by the FOUNDATION solely through its athletic funds. The liquidated damages payment for the current contract year shall be paid within 60 days of termination. Liquidated damages due to COACH beyond the current contract year shall be payable on an annual basis by April 1 of the contract year in which COACH would have earned the compensation. All compensation, including salary, benefits, and other remuneration incidental to employment, ceases upon termination.

14.0 Invalid Provisions

If any provision or provisions hereof 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 provisions to alter the bounds thereof in order to render it valid and enforceable.

15.0 Notice Provision

Any notice provided for herein shall be in writing and shall be deemed to have been given when delivered personally to the party who is to receive such notice or three (3) days after it is mailed by U.S. registered, certified, or first-class mail to such party.

Unless hereinafter changed by written notice to COACH, any notice to the UNIVERSITY shall be sent to the following people or their successors:

Dr. Eric A. Wood
VP and Director of Athletics
Louisiana Tech University
PO Box 3046
Ruston, LA 71272

With copy to:
Justin Kavalir
General Counsel
Louisiana Tech University
P.O. Box 3168
Ruston, LA 71272

AND

Lisa Bradley
Interim Vice President/University Advancement
Louisiana Tech University Foundation
P.O. Box 3183
Ruston, LA 71272

Unless hereinafter changed by written notice to the UNIVERSITY, any notice to COACH shall be sent to her official address on file with the UNIVERSITY's HR office.

16.0 Merger Clause/No Oral Modification

This agreement constitutes and expresses the entire agreement and understanding of the parties regarding any employment of COACH by the UNIVERSITY and regarding any of the matters or things therein provided or previously discussed or mentioned in reference to such employment. There are no oral, written or other contracts, understandings, letter agreements, promises or representations between the parties regarding the subject matter of these agreements. These agreements cannot be changed, modified or amended except by written instrument signed by both parties.

SIGNATURE PAGE TO FOLLOW

**CONTRACT OF EMPLOYMENT:
TENNIS HEAD COACH**

SIGNATURE PAGE

LOUISIANA TECH UNIVERSITY


By: **DR. LESLIE K. GUICE**
PRESIDENT


AMY SARGEANT
TENNIS HEAD COACH


By: **DR. ERIC A. WOOD**
VICE PRESIDENT AND DIRECTOR OF ATHLETICS

LOUISIANA TECH UNIVERSITY FOUNDATION, INC.


By: **LISA BRADLEY**
INTERIM VICE PRESIDENT FOR UNIVERSITY ADVANCEMENT

**RE: LOUISIANA TECH UNIVERSITY
CONTRACT OF EMPLOYMENT
TENNIS HEAD COACH**

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

Dr. Jim Henderson
President
University of Louisiana System

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

ATHLETIC COMMITTEE

October 26, 2023

Item F.3. **Louisiana Tech University's** request for approval of a contract with Mr. Matthew Terry, Head Men's Golf Coach, between Louisiana Tech University and Louisiana Tech University Foundation, effective August 1, 2023.

EXECUTIVE SUMMARY

This agreement is for the period from August 1, 2023 to July 31, 2027. Coach will receive an annual base salary of \$60,000 from the University. The Louisiana Tech University Foundation will pay Coach \$35,000 annually for Coach's fundraising efforts and his role with the Louisiana Tech Radio Network.

The Louisiana Tech University Foundation will pay performance incentives to Coach as follows:

Performance Incentives		
National Coach of the Year	\$15,000	Award given by Golf Coaches Association of America.
Conference Tournament Team Champion	\$5,000	
Conference Coach of the Year	\$5,000	Official Award given by Conference.
NCAA Team Tournament Participation	\$5,000	
NCAA Team Tournament Finals	\$5,000	
Individual Conference Champion	\$1,500	
NCAA Tournament Individual Qualifier	\$1,000	Does not apply if team qualifies for NCAA Tournament. Individual Conference Champion does not count towards this incentive.
Multi-Year APR greater than or equal to 970	\$2,500	
Single Year APR = 1000	\$1,000	Only applies if Multi-Year APR is equal to or greater than 970
Final National Ranking Within Top 75	\$1,000	As per NCAA's official ranking service. Does not apply if Top 50 ranking achieved.
Final National Ranking Within Top 50	\$2,500	As per NCAA's official ranking service.

The performance incentive payments by Foundation to Coach listed above are cumulative and shall not exceed \$40,000 per contract year.

If Coach is terminated without cause during the term of the contract, as liquidated damages, the Foundation shall make a monthly payment to Coach in the amount of \$7,916.67 for the remainder of the term of the contract. Payment for the initial month shall be prorated based upon the date of the month in which the termination is effective. The Foundation's obligation to pay such liquidated damages is subject Coach's duty to mitigate the damages.

If Coach terminates the contract without cause to accept employment as a golf coach (or other similar position) prior to July 1, 2026, he will be liable to pay the Foundation an amount of \$10,000 within 60 days of the date of termination.

The University and the Louisiana Tech University Foundation signed this joint agreement with 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 Louisiana Tech University's request for approval of a contract with Mr. Matthew Terry, Head Men's Golf Coach, between Louisiana Tech University and Louisiana Tech University Foundation, effective August 1, 2023.*



F.3.

LOUISIANA TECH UNIVERSITY®

OFFICE OF THE PRESIDENT

September 29, 2023

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

Dear Dr. Henderson:

Enclosed for your review is the Contract of Employment between **Matthew Terry, Head Coach, Golf**, and Louisiana Tech University. Also joining in the contract and consenting to its obligations is the Louisiana Tech University Foundation. The effective date of the Contract of Employment is August 1, 2023, through July 31, 2027.

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

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

Thank you for your attention to this matter.

Sincerely,


Leslie K. Guice
President

enclosures

**CONTRACT OF EMPLOYMENT:
GOLF HEAD COACH**

STATE OF LOUISIANA

PARISH OF LINCOLN

This agreement is made and entered into on this 28 day of Sept, 2023, between Louisiana Tech University (hereinafter referred to as "UNIVERSITY") through its President, Dr. Leslie K. Guice, and Matthew Terry (hereinafter referred to as "COACH"). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System (hereinafter referred to as "BOARD"), the management board for Louisiana Tech University. The terms and conditions set forth in this Contract of Employment are not binding upon the parties until approval of the BOARD is obtained. Louisiana Tech University Foundation, Inc. (hereinafter referred to as "FOUNDATION") joins in this agreement consenting to the obligations incurred by the FOUNDATION. This single Contract of Employment shall become the agreement between the parties supplanting all previous contracts and/or memoranda of understanding.

EMPLOYMENT OF GOLF HEAD COACH

1.0 Employment

1.1 The UNIVERSITY does hereby employ COACH as golf head coach, and COACH does hereby accept employment and agrees to perform all of the services pertaining to the golf program which are reasonably required of COACH, as well as, other services as may be reasonably contemplated hereunder, all as reasonably prescribed by the UNIVERSITY through its President and Director of Athletics.

1.2 COACH shall be responsible, and shall report, directly to the UNIVERSITY'S Director of Athletics and shall confer with the Director of Athletics or the Director's designee on

all administrative and technical matters. COACH shall also be under the general supervision of UNIVERSITY President.

1.3 COACH shall supervise and manage the golf team and shall perform such other duties for the UNIVERSITY'S athletic program as the Director of Athletics may reasonably assign, provided such other services are consistent with the services and duties of an NCAA Division I golf head coach.

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 athletic programs.

2.0 Term

2.1 The term of this agreement is for a period commencing August 1, 2023, and ending on July 31, 2027 (Term). Contract years shall be defined as the following:

Contract Year 1: August 1, 2023 to July 31, 2024

Contract Year 2: August 1, 2024 to July 31, 2025

Contract Year 3: August 1, 2025 to July 31, 2026

Contract Year 4: August 1, 2026 to July 31, 2027

2.2 This agreement is renewable solely upon an offer from UNIVERSITY and acceptance by COACH, both of which must be in writing, signed by the parties and approved by the BOARD. This agreement does not grant COACH a claim to tenure in employment, nor shall COACH's service pursuant to this agreement count in any way toward tenure at UNIVERSITY.

2.3 This agreement may be amended or extended at any time during the period of this contract by mutual signed agreement of both parties and approval by the BOARD.

3.0 Compensation

3.1 In consideration of COACH'S services and satisfactory performance of this agreement, UNIVERSITY shall pay COACH a base annual salary of \$60,000 for the term of this agreement, payable on a bi-weekly basis.

3.2 FOUNDATION through its athletic funds shall pay COACH the following monthly amounts for COACH's role in the Louisiana Tech Radio Network and for COACH's role as a fundraiser for Louisiana Tech Athletics and Louisiana Tech Golf:

Contract Year 1: \$2,916.67 monthly.

Contract Year 2: \$2,916.67 monthly.

Contract Year 3: \$2,916.67 monthly.

Contract Year 4: \$2,916.67 monthly.

3.3 COACH accepts his role with the FOUNDATION as an independent contractor and agrees that the services provided pursuant to that role are in his capacity as an independent contractor, not an agent or employee of the UNIVERSITY or the FOUNDATION. Payments made to COACH from FOUNDATION shall not be considered earned income for the purpose of computation of retirement benefits. No withholdings will be made from these payments, and COACH shall be responsible for all applicable taxes. The FOUNDATION will issue the appropriate informational return to COACH and to the Internal Revenue Service and provide a copy to the UNIVERSITY.

3.4 Payment from FOUNDATION is contingent upon COACH making reasonable efforts to promote the radio broadcast and making reasonable efforts to increase funding for Louisiana Tech Athletics and Louisiana Tech Golf. COACH shall not unreasonably refuse to personally contact sponsors, potential sponsors, donors and/or potential donors to generate or increase revenues provided such requests do not interfere with COACH'S coaching duties.

3.5 COACH shall not appear on any television or radio program or advertisement not authorized by the UNIVERSITY without the prior written approval of the UNIVERSITY, such approval not to be unreasonably withheld, except routine news media interviews for which no compensation is received. COACH may appear on television or radio programs not in conflict with pre-game, post-game or coach's shows with prior written approval of the UNIVERSITY, such approval not be unreasonably withheld.

4.0 Employee Benefits

4.1 UNIVERSITY will provide COACH the opportunity to participate in benefit plans including health insurance, dental insurance, retirement, disability, and/or life insurance on a basis consistent with other UNIVERSITY employees of a similar status. Such benefits will be based upon COACH's base annual salary as provided by UNIVERSITY, as defined in Paragraph 3.1. Employee benefits will terminate in accordance with University policy upon the time in which COACH is no longer a UNIVERSITY employee.

5.0 Performance Incentives – Athletic Performance Goals

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

Supplemental Payments		
National Coach of the Year	\$15,000	Award given by Golf Coaches Association of America
Conference Tournament Team Champion	\$5,000	
Conference Coach of the Year	\$5,000	Official Award given by Conference
NCAA Team Tournament Participation	\$5,000	
NCAA Team Tournament Finals	\$5,000	
Individual Conference Champion	\$1,500	
NCAA Tournament Individual Qualifier	\$1,000	Does not apply if team qualifies for NCAA Tournament. Individual Conference Champion does not count towards this incentive.
Multi-Year APR greater than or equal to 970	\$2,500	
Single Year APR = 1000	\$1,000	Only applies if Multi-Year APR is equal to or greater than 970
Final National Ranking Within Top 75	\$1,000	As per NCAA's official ranking service. Does not apply if Top 50 ranking achieved.
Final National Ranking Within Top 50	\$2,500	As per NCAA's official ranking service

Total Supplements may not exceed \$40,000 annually.

5.2 Any supplemental payment earned pursuant to this section shall be payable within 60 days of earning from the FOUNDATION, solely from the athletic funds held by the FOUNDATION. Supplemental payments made to COACH from FOUNDATION shall not be considered earned income for the purpose of computation of retirement benefits. No withholdings will be made from these payments, and COACH shall be responsible for all applicable taxes. The FOUNDATION will issue the appropriate informational return to COACH and to the Internal Revenue Service and provide a copy to the UNIVERSITY.

5.3 FOUNDATION may desire COACH to be involved in its fundraising efforts, including activities involving sponsor and donor cultivation and solicitation which coordinate

with tournament play and season ticket sales (including special appearances at events and radio and television interviews) for which FOUNDATION will provide COACH the agreed upon supplemental payments listed in Paragraph 5.2. In that regard, COACH accepts his role with the FOUNDATION as an independent contractor and agrees that the services provided pursuant to that role are in his capacity as an independent contractor, not an agent or employee of the UNIVERSITY or the FOUNDATION. Supplemental payments made to COACH from FOUNDATION shall not be considered earned income for the purpose of computation of benefits under Paragraph 4.0 above. No withholdings will be made from these payments, and COACH shall be responsible for all applicable taxes.

6.0 Camps and Clinics

6.1 COACH may operate a camp for the teaching of athletic pursuits on UNIVERSITY property to the end of better utilization of the facilities and with suitable compensation paid to UNIVERSITY for the use of such facilities. The use of UNIVERSITY facilities will be determined by the availability of those facilities as established by the UNIVERSITY, provided, however that COACH shall have first priority of use of said facilities if the facilities are available at the time COACH requests said use.

6.2 It is specifically agreed that in the operation of such camps, COACH acts for him 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 set forth in the athletic department camp policy adopted by the UNIVERSITY President and Athletics Council. 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. COACH is an independent contractor during said camp activities and, as such, is licensed to use certain facilities of the UNIVERSITY. 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.

7.0 Shoe, Apparel, and/or Equipment Contracts

In the course of COACH's official duties, COACH shall, as determined by the UNIVERSITY, use the shoes, apparel, and/or equipment of the companies with which the UNIVERSITY has contracted for athletic supplies. Further, COACH, in his capacity as a representative of the Athletic Department, may be directed to endorse, consult, or provide other services for shoe, apparel, and/or equipment companies. COACH shall make all reasonable efforts to be available as a consultant to shoe, apparel, and/or equipment companies as determined by the Director of Athletics. COACH's consulting duties may include, but are not limited to, providing written or oral feedback concerning the design or performance of products supplied to COACH and his team. Consultation is upon the UNIVERSITY's reasonable request and is subject to timely notice and availability of COACH. Compensation for outside services provided by COACH to athletic shoe, apparel, or equipment companies shall be paid by such companies. COACH's services to the company shall be separate from the services COACH will provide in the course of COACH's official duties for the UNIVERSITY. Payments to COACH for outside services provided by COACH to athletic shoe, apparel, and/or equipment companies

shall be subject to Paragraph 8.0 of this contract.

8.0 Outside Income-Subject to Compliance with Board Rules

8.1 COACH shall be prohibited from receiving athletically related benefits or compensation other than as previously described herein from any other source without prior written consent of UNIVERSITY, such consent not to be unreasonably withheld.

8.2 COACH shall be authorized to earn other revenue while employed by the UNIVERSITY, but such activities are independent of his UNIVERSITY employment, and the UNIVERSITY shall have no responsibility for any claims arising therefrom. COACH shall be entitled to retain revenue generated from his operation of golf camps and/or golf clinics in accordance with UNIVERSITY policy relating to camps or clinics conducted by Athletic Department personnel. All outside income will be subject to approval in accordance with the Board of Supervisors for the University of Louisiana System policies, such approval not to be unreasonably withheld.

8.3 COACH shall report annually in writing to the President on or before July 1st all athletically related income from sources outside the UNIVERSITY including, but not limited to, income from annuities, sports camps, housing benefits, complimentary ticket sales, television and radio programs and endorsement or consultation contracts with athletic shoe, apparel or equipment manufacturers or sellers, and complimentary memberships to social or athletic clubs, and the UNIVERSITY shall have reasonable access to all records of COACH to verify this report (NCAA Operating Bylaw 11).

9.0 Compliance with NCAA, Conference and University Rules

9.1 COACH shall abide by the rules and regulations of the NCAA, Conference and UNIVERSITY. Conference shall be defined as the athletic conference in which University is a

member, which at the time of signing this contract is Conference USA. COACH has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case (NCAA Operating Bylaw 19). If COACH is found in violation of one or more NCAA regulations, he shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA infractions process (NCAA Operating Bylaw 19), including but not limited to suspension without pay or termination of employment (NCAA Operating Bylaw 11). COACH may be suspended for a period of time, without pay, or the employment of COACH may be terminated if COACH is found to be involved in deliberate and serious material violations of Conference and/or UNIVERSITY regulations.

9.2 COACH shall also abide by state and federal laws, the State of Louisiana Code of Government Ethics, UNIVERSITY policies 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.

9.3 COACH represents and warrants that he is not the subject of a current NCAA investigation, and/or to the best of his knowledge has never been the subject of an NCAA investigation. In the event UNIVERSITY discovers that COACH breached the foregoing warranty, UNIVERSITY may terminate this Contract of Employment upon discovery with no further financial obligation or penalty to COACH.

10.0 Termination

10.1 If COACH is terminated without cause during the term of the contract, as liquidated damages, the FOUNDATION shall pay COACH \$7,916.67 beginning on the last day of the month following the date of termination for the remainder of the term of the contract.

Payment for the initial month shall be prorated based upon the date of termination.

The FOUNDATION's obligation to pay COACH for the remainder of the term of the contract shall be subject to COACH's duty to mitigate his damages. COACH hereby agrees to mitigate such damages by making reasonable and diligent efforts to obtain employment commensurate with his qualifications and experience, as soon as reasonably possible after termination of this Contract of Employment pursuant to Paragraph 10.1. If COACH should obtain such new employment prior to the last installment payment of liquidated damages, COACH shall notify Director of Athletics of such new employment. Any further obligation of FOUNDATION to COACH shall be reduced by amount of salary or payment from new employment. Employment for purposes of this paragraph shall include any form of employment, including a contract of employment, employment at-will, or employment as an independent contractor. Unless specifically indicated via the official offer letter, any new type of employment is assumed to be permanent and monthly payments will be immediately reduced by 1/12 of the annual salary (or annualized pay if not salary) of the new position. Any such reduction shall be permanent regardless of whether or not COACH retains the new position for the duration of the payout period.

10.2 UNIVERSITY shall have the right to terminate COACH's employment and this Agreement for cause prior to its expiration on July 31, 2027. In the event this Agreement is terminated for cause, all obligations of UNIVERSITY and/or FOUNDATION to make further payment or provide any other consideration hereunder shall cease as of the date of termination. In addition to its normally understood meaning in employment contracts, the term "cause" shall include, without limitation, any of the following:

- a. Failure or refusal by COACH to perform any of the material duties required by this

Agreement or reasonably required of a Division I golf head coach, neglect by COACH of any of the material duties required by this Agreement or reasonably required of a Division I golf head coach, COACH's unwillingness to perform such required material duties to the best of his ability, or any other material breach of this Agreement; or

b. Insubordination, including but not limited to, deliberate and serious failure to follow reasonable instructions from the Director of Athletics or deliberate and serious failure to comply with Athletics Department policies and procedures; or

c. A serious or major violation or a pattern of violations, whether intentional or negligent, by COACH of any Rules or Regulations, which violation may reflect adversely upon UNIVERSITY or its athletics program, including, but not limited to, any violation which may result in UNIVERSITY being investigated, placed on probation, or otherwise sanctioned by the NCAA or its Conference; or

d. A serious or major violation or a pattern of violations of any Rules and Regulations, whether intentional or negligent, or the allowing or condoning, whether directly or by negligent supervision, of any such violation or pattern of violations, by any coaching staff or other person under COACH's supervision and direction, including student-athletes in the program, which violation was known by COACH in the course of his normal duties, and which may, reflect adversely upon UNIVERSITY or its athletics program; or

e. Failure by COACH to report immediately to the Athletic Director any violations of Rules or Regulations known by COACH; or

f. Failing or refusing to provide information or documents in response to any reasonable requests or inquiries by the NCAA, the Conference, or any other governing body concerning or related to the supervision of the program or directing or otherwise instructing any coach, student-

athlete or any other individual to fail or to refuse to provide such information or documents; or

g. Any fraud or dishonesty of COACH while performing the duties required by this Agreement, including, but not limited to, falsifying, altering or otherwise fraudulently preparing any document(s) or record(s) of, or required by, the University of Louisiana System, Louisiana Tech University, the NCAA, or the Conference pertaining to the Program, recruits or student-athletes, transcripts eligibility forms, compliance reports, or expense reports, or any other document pertaining or related to any sanction of the Program; or

h. Engaging in, assisting, encouraging, or soliciting others to engage in bookmaking, illegal gambling, or betting of any type involving any intercollegiate or professional athletic contest; or

i. Possession, use, sale, or manufacture of any narcotics, drugs, or other controlled substances or steroids or other chemicals in a manner which is prohibited by Rules or Regulations, or allowing, encouraging, or condoning the possession, use, sale, or manufacture of any narcotics, drugs, alcohol, controlled substances, steroids, or other chemicals by any student-athlete in a manner which is prohibited by Rules or Regulations, or failure or refusal to fully participate and cooperate in UNIVERSITY's implementation and enforcement of any narcotic, drug, alcohol, controlled substance, steroid or other chemical testing programs(s); or

j. Conduct of the COACH which, in the reasonable judgment of the UNIVERSITY as determined by the Director of Athletics with concurrence of the President, is seriously prejudicial to the best interests of the UNIVERSITY or its athletic program; would tend to bring public disrespect, embarrassment, contempt, scandal, or ridicule on COACH or UNIVERSITY; which otherwise fails to follow the moral and ethical standard reasonably expected of COACH as a leading representative of the Department of Athletics and UNIVERSITY; or which violates the

UNIVERSITY's mission; or being charged or arrested for any crime involving theft, dishonesty, or moral turpitude; or

k. COACH being charged or arrested for violation of a criminal statute or regulation, excluding minor traffic violations, provided that an arrest for DUI, DWI, or materially similar charges shall not be considered an arrest or charge for a minor traffic violation; or

l. Engaging in a consensual sexual relationship with any individual over whom he exercised direct or significant academic, administrative, supervisory, evaluative, counseling or extracurricular authority or influence (Louisiana Tech Policy 1450); or

m. Prolonged absence from duty without the consent of COACH's reporting superior; or

n. Any cause adequate to sustain termination of any regular staff employee of UNIVERSITY, including but not limited to a violation of the Louisiana Code of Governmental Ethics (Louisiana Tech Policy 1410), a harassment violation (Louisiana Tech Policy 1438), or a sexual harassment violation (Louisiana Tech Policy 1436).

10.3 In the event COACH terminates the contract without cause in order to accept employment as a golf coach (or similar position) elsewhere prior to July 1, 2026 he shall be liable to pay the FOUNDATION a buyout in the amount of \$10,000 within 60 days of the date of termination.

10.4. Title IX and Sexual Misconduct Policy Reporting and Compliance:

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

situation shall be immediately reported to 911 and/or law enforcement. For purposes of this paragraph, a “Known Violation” shall mean a violation or an allegation of a violation of Title IX and/or the University’s or the University of Louisiana System’s Sexual Misconduct Policy that COACH is aware of or has reasonable cause to believe is taking place or may have taken place. The University may terminate this Agreement for cause pursuant to the for-cause-termination provisions of this Agreement for any determined violation by COACH for failure to report a Known Violation of:

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

11.0 Automatic Termination Upon Death or Disability of Coach

This agreement shall terminate automatically if COACH dies or becomes physically or mentally disabled to such an extent that, in the judgment of the Director of Athletics, he is unable to satisfactorily perform all duties of a NCAA Division I golf head coach. If this agreement is terminated pursuant to this section, the University shall be relieved of all liabilities and/or obligations under this agreement as of the date of death or disability.

12.0 Termination – General Provisions

12.1 If COACH terminates the contract, or if the contract is terminated for cause, neither the UNIVERSITY nor the FOUNDATION shall be liable for any payments or benefits after the date of termination, except for amounts previously earned (including supplemental payment) but not yet paid.

12.2 In the event any dispute arises between the parties concerning this agreement, the party alleging a breach by the other must give written notice to the other detailing the alleged

dispute or breach 60 days prior to initiating legal action. If a lawsuit is filed concerning a dispute over this agreement, such suit must be filed in Lincoln Parish, Louisiana, and the prevailing party is entitled to recover attorney's fees in addition to any other relief awarded by the court.

12.3 Prior to termination of COACH, UNIVERSITY will obtain approval from the President of the University of Louisiana System.

12.4 COACH may be terminated at any time due to financial circumstances in which the UNIVERSITY or the University of Louisiana System has declaration of financial exigency. In the event of such termination, COACH will receive as liquidated damages sums payable to COACH pursuant to paragraphs 3.1 and 3.2 for the remainder of the term of the contract. Such sum shall be payable by the FOUNDATION solely through its athletic funds. The liquidated damages payment for the current contract year shall be paid within 60 days of termination. Liquidated damages due to COACH beyond the current contract year shall be payable on an annual basis by April 1 of the contract year in which COACH would have earned the compensation. All compensation, including salary, benefits, and other remuneration incidental to employment, ceases upon termination.

13.0 Invalid Provisions

If any provision or provisions hereof 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 provisions to alter the bounds thereof in order to render it valid and enforceable.

14.0 Notice Provision

Any notice provided for herein shall be in writing and shall be deemed to have been given when delivered personally to the party who is to receive such notice or three (3) days after

it is mailed by U.S. registered, certified, or first-class mail to such party.

Unless hereinafter changed by written notice to COACH, any notice to the UNIVERSITY shall be sent to the following people or their successors:

Dr. Eric A. Wood
VP and Director of Athletics
Louisiana Tech University
PO Box 3046
Ruston, LA 71272

With copy to:
Justin Kavalir
General Counsel
Louisiana Tech University
P.O. Box 3168
Ruston, LA 71272

AND

Lisa Bradley
Interim Vice President
Louisiana Tech University Foundation
P.O. Box 3183
Ruston, LA 71272

Unless hereinafter changed by written notice to the UNIVERSITY, any notice to COACH shall be sent to his official address on file with the UNIVERSITY's HR office.

15.0 Merger Clause/No Oral Modification

This agreement constitutes and expresses the entire agreement and understanding of the parties regarding any employment of COACH by the UNIVERSITY and regarding any of the matters or things therein provided or previously discussed or mentioned in reference to such employment. There are no oral, written or other contracts, understandings, letter agreements, promises or representations between the parties regarding the subject matter of these agreements. These agreements cannot be changed, modified or amended except by written instrument signed by both parties.

SIGNATURE PAGE TO FOLLOW

**CONTRACT OF EMPLOYMENT:
GOLF HEAD COACH**

SIGNATURE PAGE

LOUISIANA TECH UNIVERSITY


By: **DR. LESLIE K. GUICE**
PRESIDENT


MATTHEW TERRY
GOLF HEAD COACH


By: **DR. ERIC A. WOOD**
VICE PRESIDENT AND DIRECTOR OF ATHLETICS

LOUISIANA TECH UNIVERSITY FOUNDATION, INC.


By: **LISA BRADLEY**
INTERIM VICE PRESIDENT FOR UNIVERSITY ADVANCEMENT

**RE: LOUISIANA TECH UNIVERSITY
CONTRACT OF EMPLOYMENT
GOLF HEAD COACH**

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

Dr. Jim Henderson
President
University of Louisiana System

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

ATHLETIC COMMITTEE

October 26, 2023

Item F.4. **Southeastern Louisiana University's** request for approval of a contract with Ms. Ayla Guzzardo, Head Women's Basketball Coach, effective September 1, 2023.

EXECUTIVE SUMMARY

Under the proposed agreement, effective through April 30, 2028, Coach's annual salary is \$119,935.25. 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:

- \$1,500 – Conference Coach or 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
- \$20,000 – winning the NCAA National Championship
- \$5,000 – NCAA National Coach of the Year
- \$1,000 – Qualifying for WNIT
- \$500 – for each round advanced in WNIT
- \$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

In the event the University terminates the contract without cause, Coach shall be entitled to the base salary specified in Section 3.1, 3.2, and 3.3 for the remainder of the term specified in Section 2.1. The University will be obligated to pay the amount due from the termination date to the end of that fiscal year. The remaining amounts due beyond the current fiscal year shall be solely funded by 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 \$50,000 in the first contract year, \$30,000 in the second contract year, and \$30,000 after the conclusion of the second contract year.

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 Ms. Ayla Guzzardo, Head Women's Basketball Coach, effective September 1, 2023.

**CONTRACT OF EMPLOYMENT
HEAD WOMEN'S BASKETBALL COACH**

F.4.

**STATE OF LOUISIANA
PARISH OF TANGIPAHOA**

This agreement is made and entered into on this 1st day of September, 2023 between Southeastern Louisiana University through its President, Dr. William S. Wainwright and Ayla Guzzardo (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 WOMEN'S BASKETBALL COACH and COACH does hereby accept employment and agrees to perform all of the services pertaining to WOMEN'S BASKETBALL 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 schedule an appropriate number of guarantee WOMEN'S BASKETBALL games on an annual basis in order to generate revenue as determined by the DIRECTOR. The DIRECTOR

1 Coach Initial: AG Admin Initial: [Signature]

will have the responsibility for approving the annual WOMEN'S BASKETBALL schedule.

1.6 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.)

1.7 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. 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, commencing on the 1st day of September, 2023 and terminating without further notice to COACH on the 30th day of April, 2028 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 \$119,935.25 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. \$1,500.00- Conference Coach or Co-Coach of the Year
- B. \$2,000- for NCAA Post Season (Team) or Conference Season (Team) Championship
- C. \$2,000- for each round advanced NCAA Tournament
- D. \$20,000 for winning the NCAA National Championship
- E. \$5,000- for NCAA National Coach of the Year
- F. \$1,000- for qualifying for WNIT
- G. \$500- for each round advanced in WNIT
- 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

5.0 Contracts for broadcast and/or telecast

5.1 COACH may host a Television and/or Radio Show to promote the UNIVERSITY and WOMEN'S BASKETBALL 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 \$500.00 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 WOMEN'S BASKETBALL season, COACH shall be entitled to a total of ten (10) tickets per home WOMEN'S BASKETBALL 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/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 WOMEN'S BASKETBALL camps and/or WOMEN'S BASKETBALL 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 policies, 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 WOMEN'S BASKETBALL 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 2.1. 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 remaining portion of money owed to COACH as outlined in Section 3.1 and 3.2 for the period after the fiscal year in which the coach is terminated shall be paid by the Lion Athletics Association (LAA).

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: \$50,000.
- Termination during second contract year: \$40,000.
- Termination after the conclusion of the second contract year: \$30,000.

Payment shall be due one hundred twenty (120) days following notice 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
- (i) The Team's multi-year APR falling below the NCAA minimum at any time during the 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 WOMEN'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, 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/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 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.

 10/3/23
PRESIDENT -Dr. William S. Wainwright Date
Southeastern Louisiana University

 10/2/23
Jay Artigues Date
DIRECTOR OF ATHLETICS

 10/2/23
Ayla Guzzardo Date
HEAD WOMEN'S BASKETBALL COACH

 10/1/23
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

BETWEEN:

STATE OF LOUISIANA

Southeastern Louisiana University AND

PARISH OF TANGIPAHOA

Lion Athletics Association AND

HEAD WOMEN'S BASKETBALL COACH

AGREEMENT
HEAD WOMEN'S BASKETBALL COACH

This is an agreement between the Lion Athletics Association, Southeastern Louisiana University, and Ayla Guzzardo the University HEAD WOMEN'S BASKETBALL COACH.

1.

The Lion Athletics Association desires to assist and aid Southeastern Louisiana University in the employment of the Head WOMEN'S BASKETBALL 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 WOMEN'S BASKETBALL 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 WOMEN'S BASKETBALL 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____.


PRESIDENT -Dr. William S. Waywright Date
Southeastern Louisiana University


Jay Artigues Date
ATHLETICS DIRECTOR 10/2/23


Ayla Guzzardo Date
HEAD WOMEN'S BASKETBALL COACH 10/2/23


PRESIDENT Date
LION ATHLETICS ASSOCIATION 10/1/23

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

October 26, 2023

Item F.5. **Southeastern Louisiana University's** request for approval of a contract with Mr. Jeremy White, Head Women's Volleyball Coach, effective September 1, 2023.

EXECUTIVE SUMMARY

Under the proposed agreement, effective through December 30, 2026, Coach's annual salary is \$60,673. 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 will also be paid an additional \$7,000 from the Lion Athletics Association (LAA) for fundraising and speaking engagements as assigned by the Athletic Director during the first year of contract. Coach will also be paid an additional \$10,000 a year in both the second and third years of the agreement. The additional compensation shall be effective July 1 each fiscal year (FY 2025 and FY 2026). 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 980
- \$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 the base salary specified in Section 3.1, 3.2, and 3.3 for the remainder of the term specified in Section 2.1. The University will be obligated to pay the amount due from the termination date to the end of that fiscal year. The remaining amounts due beyond the current fiscal year shall be solely funded by the LAA. In the event Coach terminates the contract without cause to become another Division 1 head coaching position, Coach would be liable to the University for \$20,000 in the first contract year and \$15,000 after the conclusion of the first contract year.

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. Jeremy White, Head Women's Volleyball Coach, effective September 1, 2023.*

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

F.5.

**STATE OF LOUISIANA
PARISH OF TANGIPAHOA**

This agreement is made and entered into on this 1st day of September, 2023 between Southeastern Louisiana University through its President, Dr. William S. Wainwright and Jeremy White (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 WOMEN'S VOLLEYBALL COACH and COACH does hereby accept employment and agrees to perform all of the services pertaining to WOMEN'S VOLLEYBALL which are required of COACH, as well as other services as may be contemplated hereunder, all as prescribed by the UNIVERSITY through its President and/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: JW Admin Initial:

1.5 COACH shall schedule an appropriate number of guarantee WOMEN'S VOLLEYBALL competitions on an annual basis in order to generate revenue as determined by the DIRECTOR. The DIRECTOR will have the responsibility for approving the annual WOMEN'S VOLLEYBALL schedule.

1.6 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.)

1.7 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. 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, commencing on the 1st day of September, 2023 and terminating without further notice to COACH on the 30th day of December, 2026 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 \$60,673 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 COACH will be paid an additional \$7,000 from the Lion Athletics Association ("LAA") for the COACH's LAA fund raising and speaking engagements as assigned by the Athletic Director during the first year of contract.

3.4 The COACH will also be paid an additional \$10,000 a year in both the second and third years of this agreement. The additional compensation shall be effective JULY 1ST each fiscal year (FY2025 and FY2026). The increase shall not be in addition to other merit pay increases the COACH may be eligible to receive. Should the COACH be eligible to receive a merit increase, the COACH will receive the maximum merit allocation for the COACHES position or \$10,000, whichever is greater. Such increases are to be paid from the Volleyball Restricted Fund within the Lion Athletics Association ("LAA") and are contingent upon the availability of funds to support such increase(s), except for funds allocated for merit. Should funds not be available as of JULY 1ST each fiscal year, the COACH will not be entitled to receive the additional pay.

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 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 980
- 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 WOMEN'S VOLLEYBALL 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 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.
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- (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.

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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 WOMEN'S VOLLEYBALL season, COACH shall be entitled to a total of ten (10) tickets per home WOMEN'S VOLLEYBALL 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 WOMEN'S VOLLEYBALL camps and/or WOMEN'S VOLLEYBALL 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 policies, 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 WOMEN'S VOLLEYBALL 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, Section 3.2 and Section 3.3 for the remainder of the term specified in section 2.1. 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 remaining portion of money owed to COACH as outlined in Section 3.1 and 3.2 for the period after the fiscal year in which the coach is terminated shall be paid by the Lion Athletics Association (LAA).
- (c) The LAA shall also pay remaining portion of money owed to COACH as outlined in Section 3.3.

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: \$20,000.
- Termination after the conclusion of the first contract year: \$15,000.

Payment shall be due one hundred twenty (120) days following notice 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
- (i) The Team's multi-year APR falling below the NCAA minimum at any time during the 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 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, 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/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.


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.

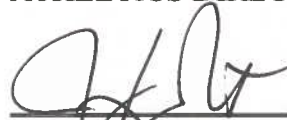


16.0 Severability

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 S. Wainwright Date
Southeastern Louisiana University


Jay Arrigues Date
ATHLETICS DIRECTOR


Jeremy White Date
HEAD WOMEN'S VOLLEYBALL 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 - BOARD OF SUPERVISORS

BETWEEN:

STATE OF LOUISIANA

Southeastern Louisiana University AND

PARISH OF TANGIPAHOA

Lion Athletics Association AND

HEAD WOMEN'S VOLLEYBALL COACH

AGREEMENT
HEAD WOMEN'S VOLLEYBALL COACH

This is an agreement between the Lion Athletics Association, Southeastern Louisiana University, and Jeremy White the University HEAD WOMEN'S VOLLEYBALL COACH.

1.

The Lion Athletics Association desires to assist and aid Southeastern Louisiana University in the employment of the Head 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 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 WOMEN'S VOLLEYBALL 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 WOMEN'S VOLLEYBALL 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: JW Admin Initial: [Signature]

Entered into this _____ day of _____, 20__.

William S. Wainwright 10/3/23
PRESIDENT -Dr. William S. Wainwright Date
Southeastern Louisiana University

[Signature] 10/2/23
Jay Artigues Date
ATHLETICS DIRECTOR

[Signature] 10/2/23
Jeremy White Date
HEAD WOMEN'S VOLLEYBALL COACH

[Signature] 10/1/23
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

16 Coach Initial: JW Admin Initial: [Signature]

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

ATHLETIC COMMITTEE

October 26, 2023

- Item F.6.** **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:

- **Aja Ochie, Assistant Women's Basketball Coach** - Under the proposed agreement from September 1, 2023 through April 30, 2024, Assistant Coach's annual salary is \$40,130.51. Assistant Coach will also receive an additional \$7,000 to be paid from the Women's Basketball Restricted Fund within the Lion Athletics Association (LAA). The additional compensation is contingent upon the availability of funds to support such payment. Should funds not be available as of July 1 of the fiscal year for which payment will be received, the Assistant Coach will not be entitled to receive the additional pay. Assistant Coach may also be eligible for additional supplemental pay as recommended by the Head Women's Basketball Coach and approved by the Athletic Director, Vice President for Administration & Finance, and the President.
- **Ronneka Robertson, Assistant Women's Basketball Coach** - Under the proposed agreement from September 1, 2023 through April 30, 2024, Assistant Coach's annual salary is \$36,135.09. Assistant Coach will also receive an additional \$3,000 to be paid from the Women's Basketball Restricted Fund within the Lion Athletics Association (LAA). The additional compensation is contingent upon the availability of funds to support such payment. Should funds not be available as of July 1 of the fiscal year for which payment will be received, the Assistant Coach will not be entitled to receive the additional pay. Assistant Coach may also be eligible for additional supplemental pay as recommended by the Head Women's Basketball Coach and approved by the Athletic Director, Vice President for Administration & Finance, and the President.

Incentive Compensation

The Lion Athletics Association or the Women's Basketball Restricted Fund within the Lion Athletics Association (LAA) 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 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.

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: Ms. Aja Ochie and Ms. Ronneka Robertson.

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

**STATE OF LOUISIANA
PARISH OF TANGIPAHOA**

This agreement is made and entered into on this 1st day of September, 2023 between Southeastern Louisiana University through its President, Dr. William Wainwright and Aja Ochie (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 BASKETBALL COACH and ASSISTANT COACH does hereby accept employment and agrees to perform all of the services pertaining to WOMEN'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 WOMEN'S BASKETBALL COACH or the HEAD WOMEN'S BASKETBALL 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 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.)

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 BASKETBALL COACH .

2.0 Term

2.1 The term of this agreement is for a fixed period, commencing on the 1st day of September, 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 \$40,130.51 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 shall also receive an additional \$7,000 to be paid from the Women's Basketball Restricted Fund within the Lion Athletics Association (LAA). This additional compensation is non-recurring and does not extend beyond the current term of this agreement. The additional compensation is contingent upon the availability of funds to support such payment. Should funds not be available as of JULY 1ST of the fiscal year for which payment will be received, the ASSISTANT COACH will not be entitled to receive the additional pay.

3.4 The ASSISTANT COACH may also be eligible for additional supplemental pay as recommended by the HEAD WOMEN'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) or the Women's Basketball Restricted Fund within the Lion Athletics Association (LAA) as recommended by the Athletic Director and approved by the Vice President for Administration & Finance and the President.

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 BASKETBALL season, ASSISTANT COACH shall be entitled to a total of four (4) tickets per home WOMEN'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 WOMEN'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.

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 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 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:

- (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 WOMEN'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.

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 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.

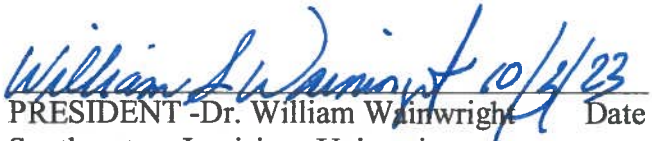
8.7 Any violation of this contract is grounds for dismissal with cause.

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, 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 Date
Southeastern Louisiana University


Jay Artigues Date
DIRECTOR OF ATHLETICS


Aja Ochie Date
ASSISTANT COACH - WOMEN'S BASKETBALL


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

BETWEEN:

STATE OF LOUISIANA

Southeastern Louisiana University AND

PARISH OF TANGIPAHOA

Lion Athletics Association AND

ASSISTANT WOMEN'S BASKETBALL COACH

AGREEMENT

ASSISTANT WOMEN'S BASKETBALL COACH

This is an agreement between the Lions Athletic Association, Southeastern Louisiana University, and Aja Ochie, the University ASSISTANT WOMEN'S BASKETBALL COACH.

1.0

The Lion Athletics Association desires to assist and aid Southeastern Louisiana University in the employment of the ASSISTANT WOMEN'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.

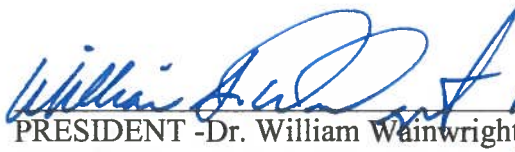
2.0

The Lion Athletics Association acknowledges that it has agreed to pay or supplement the salary of the ASSISTANT WOMEN'S BASKETBALL 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 WOMEN'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.

Entered into this _____ day of _____, 20__.


PRESIDENT -Dr. William Wainwright Date 10/3/23
Southeastern Louisiana University


Jay Artigues Date 10/2/23
DIRECTOR OF ATHLETICS


Aja Ochie Date 10/2/23
ASSISTANT COACH - WOMEN'S BASKETBALL


PRESIDENT Date 10/1/23
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

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

**STATE OF LOUISIANA
PARISH OF TANGIPAHOA**

This agreement is made and entered into on this 1st day of September, 2023 between Southeastern Louisiana University through its President, Dr. William Wainwright and Ronneka Robertson (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 BASKETBALL COACH and ASSISTANT COACH does hereby accept employment and agrees to perform all of the services pertaining to WOMEN'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 WOMEN'S BASKETBALL COACH or the HEAD WOMEN'S BASKETBALL 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 Coach Initial:  Admin Initial: 

1.4 ASSISTANT COACH shall inform the HEAD WOMEN'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.)

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 BASKETBALL COACH .

2.0 Term

2.1 The term of this agreement is for a fixed period, commencing on the 1st day of September, 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 \$36,135.09 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 shall also receive an additional \$3,000 to be paid from the Women's Basketball Restricted Fund within the Lion Athletics Association (LAA). This additional compensation is non-recurring and does not extend beyond the current term of this agreement. The additional compensation is contingent upon the availability of funds to support such payment. Should funds not be available as of JULY 1ST of the fiscal year for which payment will be received, the ASSISTANT COACH will not be entitled to receive the additional pay.

3.4 The ASSISTANT COACH may also be eligible for additional supplemental pay as recommended by the HEAD WOMEN'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) or the Women's Basketball Restricted Fund within the Lion Athletics Association (LAA) as recommended by the Athletic Director and approved by the Vice President for Administration & Finance and the President.

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 BASKETBALL season, ASSISTANT COACH shall be entitled to a total of four (4) tickets per home WOMEN'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 WOMEN'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.

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 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 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:

- (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 WOMEN'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.

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 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.



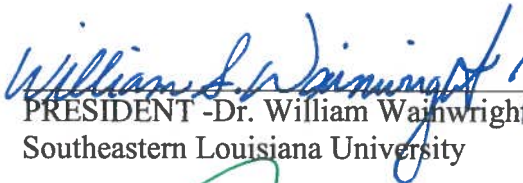
9.0 Force Majeure

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

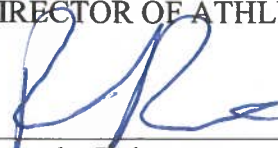
10.0 Severability

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.



 10/3/23
PRESIDENT -Dr. William Wainwright Date
Southeastern Louisiana University

 10/2/23
Jay Artigues Date
DIRECTOR OF ATHLETICS

 10/1/23
Ronneka Robertson Date
ASSISTANT COACH - WOMEN'S BASKETBALL

 10/1/23
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

BETWEEN:

STATE OF LOUISIANA

Southeastern Louisiana University AND

PARISH OF TANGIPAHOA

Lion Athletics Association AND

ASSISTANT WOMEN'S BASKETBALL COACH

AGREEMENT
ASSISTANT WOMEN'S BASKETBALL COACH

This is an agreement between the Lions Athletic Association, Southeastern Louisiana University, and Ronneka Robertson, the University ASSISTANT WOMEN'S BASKETBALL COACH.

1.0

The Lion Athletics Association desires to assist and aid Southeastern Louisiana University in the employment of the ASSISTANT WOMEN'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 WOMEN'S BASKETBALL Coach in the amount as per the Compensation Section 3.3 of the ASSISTANT COACH's Contract of Employment with Southeastern Louisiana University.

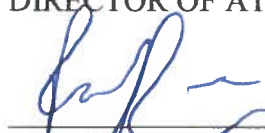
3.0

The Lion Athletics Association and ASSISTANT WOMEN'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.

Entered into this _____ day of _____, 20__.


PRESIDENT -Dr. William Wainwright Date 10/3/23
Southeastern Louisiana University


Jay Artigues Date 10/2/23
DIRECTOR OF ATHLETICS


Ronneka Robertson Date 10/1/23
ASSISTANT COACH - WOMEN'S BASKETBALL


PRESIDENT Date 10/1/23
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

October 26, 2023

Item F.7. **University of Louisiana at Lafayette's** request for approval of Amendment 6 to the Contract with Mr. Matt Deggs, Head Baseball Coach, effective October 26, 2023.

EXECUTIVE SUMMARY

The University is requesting the following amendments to Coach Deggs' Contract for Employment:

- The Initial Term of Coach's Contract in Section 2(a) is extended two additional years to June 30, 2028.
- Due to the extension to the Initial Term, the Automatic Extension language in Section 2(b) has been adjusted, allowing the Contract to be extended an additional year if the Baseball Team (i) wins the regular-season Baseball 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 Baseball Championship Tournament, or (iii) appears in an NCAA Baseball Tournament Regional pursuant to an at-large appearance.
- Due to the extension to the Initial Term, the dates in Section 4(c) have been adjusted to state that salary will remain the same if Coach receives an automatic extension.
- Due to the extension to the Initial Term, the dates and liquidated damages amounts in Section 19(b) (Termination by Coach) have been adjusted to state that Coach shall pay to Foundation within the following liquidated damages payment:
 - \$500,000 if such termination occurs after June 30, 2023, but on or before June 30, 2024;
 - \$400,000 if such termination occurs after June 30, 2024, but on or before June 30, 2025;
 - \$300,000 if such termination occurs after June 30, 2025, but on or before June 30, 2026;
 - \$200,000 if such termination occurs after June 30, 2026, but on or before June 30, 2027; or
 - \$100,000 if such termination occurs any time after June 30, 2027.

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 Amendment 6 to the Contract with Mr. Matt Deggs, Head Baseball Coach, effective October 26, 2023.



University of Louisiana at Lafayette

OFFICE OF THE PRESIDENT

F.7.

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

Université des Acadiens

October 5, 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. Matt Degg's, Head Baseball Coach, sixth amended contract agreement.

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

Sincerely,

A handwritten signature in blue ink, appearing to be "E. Savoie", written over a horizontal line.

E. Joseph Savoie
President

SVC
Attachment

**SIXTH AMENDMENT TO
CONTRACT FOR EMPLOYMENT
HEAD BASEBALL COACH**

STATE OF LOUISIANA

PARISH OF LAFAYETTE

THIS SIXTH AMENDMENT TO CONTRACT FOR EMPLOYMENT (“Amendment 6”) is made and effective the 26th day of October, 2023 (“Amendment 6 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 MATT DEGGS (“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 6 shall have the same meaning as in the Original Contract and Previous Amendments. This Amendment 6 is subject to the approval of the Board; therefore, the terms and conditions set forth in this Amendment 6 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 for Employment effective August 1, 2019 for Coach to be employed as University’s Head Baseball Coach under the terms and conditions set forth therein (the “Original Contract”);

WHEREAS, the Original Contract was previously amended effective July 1, 2019, May 1, 2021, June 24, 2021, August 25, 2022, and February 23, 2023 (“Previous Amendments”);

WHEREAS, the parties desire to further amend the Original Contract;

WHEREAS, the parties wish to make this Amendment 6 effective as of the Amendment 6 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 for an initial term of eight (8) years and eleven (11) months, terminating on June 30, 2028 (“Initial Term”).
2. Delete Section 2(b) in its entirety and replace it with the following:
 - b. **Automatic Extension.** The term of this Contract shall be automatically extended for one (1) additional year, expiring on June 30, 2029, if at any time during the Initial Term

of this Contract University's Baseball Team (i) wins the regular-season Baseball 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 Baseball Championship Tournament, or (iii) appears in an NCAA Baseball Tournament Regional pursuant to an at-large appearance.

3. Delete Section 4(c) in its entirety and replace it with the following:
 - c. In the event that this Contract is extended through June 30, 2029, pursuant to Section 2(b), above, Coach's base salary for the period of July 1, 2028 through June 30, 2029, shall not be less than Coach's base salary for the final year of the Initial Term.
4. Delete Section 19(b) in its entirety and replace it with the following:
 - b. Coach shall pay to Foundation within sixty (60) days of the date of notice of termination a liquidated damages payment of:
 - i. Five Hundred Thousand and No/Hundredths Dollars (\$500,000.00) if such termination occurs after June 30, 2023, but on or before June 30, 2024;
 - ii. Four Hundred Thousand and No/Hundredths Dollars (\$400,000.00) if such termination occurs after June 30, 2024, but on or before June 30, 2025;
 - iii. Three Hundred Thousand and No/Hundredths Dollars (\$300,000.00) if such termination occurs after June 30, 2025, but on or before June 30, 2026;
 - iv. Two Hundred Thousand and No/Hundredths Dollars (\$200,000.00) if such termination occurs after June 30, 2026, but on or before June 30, 2027; or
 - v. One Hundred Thousand and No/Hundredths Dollars (\$100,000.00) if such termination occurs any time after June 30, 2027.
5. All other terms and conditions of the Original 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 6 on the dates indicated below.

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

**Matt Deggs,
Head Baseball Coach**

DocuSigned by:
Joe Savoie 10/4/2023
1405E1487C93461...

DocuSigned by:
Matt Deggs 9/25/2023
9FB159265EC54D1...

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

Date

This Amendment 6 impacts the Ancillary Agreement effective September 25, 2019 between University of Louisiana at Lafayette, Matt Deggs, and University of Louisiana at Lafayette Foundation. IN ACKNOWLEDGEMENT AND ACCEPTANCE of this Amendment 6, 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 9/25/2023
37D54100A727492...

Bryan Hanks, Chairman Date

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

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

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

ATHLETIC COMMITTEE

October 26, 2023

Item F.8. **University of Louisiana at Monroe's** request for approval of a contract with Ms. Missy Bilderback, Head Women's Basketball Coach, effective March 30, 2023.

EXECUTIVE SUMMARY

This five-year agreement expires March 29, 2028. During this term, Coach will receive a base annual salary from the University as follows:

<u>AMOUNT</u>	<u>PERIOD</u>
\$170,000	Year 1 (March 30, 2023 – March 29, 2024)
\$170,000	Year 2 (March 30, 2024 – March 29, 2025)
\$175,000	Year 3 (March 30, 2025 – March 29, 2026)
\$180,000	Year 4 (March 30, 2026 – March 29, 2027)
\$180,000	Year 5 (March 30, 2027 – March 29, 2028)

Coach will receive a monthly cell phone allowance of \$45 to be paid by the University. Coach will receive a monthly vehicle allowance of \$500 to be paid by the University of Louisiana at Monroe Athletic Foundation, Inc.

The Foundation will pay Coach for the following accomplishments, if the Women's Basketball Team annual APR score is 930 or greater:

- \$10,000 if Team wins the regular season Sun Belt Conference (SBC) Championship
- \$20,000 if Team wins SBC Tournament Championship
- \$10,000 if Team receives at-large NCAA Tournament Bid
- \$10,000 for each NCAA Tournament win
- \$100,000 if Team wins NCAA Championship
- \$5,000 if Coach is named SBC Coach of the Year
- \$1,000 if Team's annual APR is 950 or above

In the event the University terminates the contract without cause prior to the expiration of its term, the University, at its option, shall pay Coach as follows: \$250,000 if termination occurs during Years 1 or 2; \$200,000 if termination occurs during Years 3 or 4; \$100,000 if termination occurs during Year 5; or the University may reassign Coach to another suitable position at the University for the remainder of the fiscal year. If the payout option is chosen by the University, such funds shall be paid from the current fiscal year funding to Coach in lump sum no later than

60 days from the effective date of termination or in monthly installments until such amount is paid in full at the sole discretion of the University. Coach shall make reasonable efforts to obtain full-time, gainful employment in the coaching profession. Should Coach secure employment, the liquidated damages described in this agreement shall be reduced by the amount of income received by Coach from said employment.

In the event Coach terminates the contract to become a head women's basketball coach elsewhere, Coach would be liable to the University for liquidated damages as follows: \$250,000 if termination occurs during Years 1 or 2; \$125,000 if termination occurs during Years 3 or 4; no liquidated damages if termination occurs during Year 5.

The University and the Foundation signed this joint agreement with the Coach.

RECOMMENDATION

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Monroe's request for approval of a contract with Ms. Missy Bilderback, Head Women's Basketball Coach, effective March 30, 2023.*

**Office of the President**

University Library 632 | 700 University Avenue | Monroe, LA 71209-3000
P 318.342.1010 | F 318.342.1019 | ulm.edu

September 29, 2023

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

RE: Contract of Employment for Missy Bilderback, Head Women's Basketball Coach

Dear Dr. Henderson:

Enclosed for your review is a Contract of Employment between Missy Bilderback, Head Women's Basketball Coach, and University of Louisiana Monroe. Also joining in the contract and consenting to its obligations is the ULM Athletic Foundation.

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

Once the Board approves, please sign the contract's last page indicating that the Board has approved. Upon approval, please forward a scanned copy of the signed last page to the Office of the President of ULM and keep a copy for the files of the Board of Supervisors. The Office of the President at ULM will distribute a signed copy to the Head Women's Basketball Coach, and the ULM Athletic Foundation.

Thank you for your attention to this matter.

Sincerely,

Ron Berry
President

enclosures

#TAKEFLIGHT

**CONTRACT OF EMPLOYMENT
HEAD WOMEN'S BASKETBALL COACH**

STATE OF LOUISIANA

PARISH OF OUACHITA

This agreement is made and entered into effective as of the 28th day of September, 2023 between the University of Louisiana at Monroe (hereinafter referred to as "UNIVERSITY") and through its President, and Missy Bilderback (hereinafter referred to as "COACH"). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System (hereinafter referred to as "Board"), the management board for the University of Louisiana at Monroe, and therefore the terms and conditions set forth in this agreement are not binding upon the parties until approval of the Board is obtained. The University of Louisiana at Monroe Athletic Foundation, Inc. (hereinafter referred to as the "Foundation") joins in this agreement consenting to the obligations incurred by the Foundation.

1.0 Employment

1.1 The University does hereby employ COACH as Head Women's Basketball Coach and COACH does hereby accept employment and agrees to perform all of the services pertaining to the program, 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 Athletic Director. It is understood by COACH and the UNIVERSITY, however, that the UNIVERSITY retains the right to assign the COACH to other positions with different duties during the term of this agreement; and that if the UNIVERSITY makes such a decision to reassign the COACH and the COACH refuses to accept such reassignment, then the UNIVERSITY may terminate this agreement pursuant to the terms and conditions for *causal termination* by the UNIVERSITY as set forth in section 11.2 of this contract.

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

1.3 COACH shall manage and supervise the team and shall perform such other duties in the University's athletic program as the Director may reasonably assign.

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

2.0 Term

2.1 The term of this agreement is for a fixed period commencing on March 30, 2023, and terminating without further notice to COACH on March 29, 2028, unless sooner terminated or extended under the terms of this agreement.

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

2.3 This agreement may be amended or extended at any time during the period of this contract by mutual signed agreement of both parties, and approved by the Board.

3.0 Compensation

3.1 In consideration of COACH'S services and satisfactory performance of this agreement, UNIVERSITY shall pay COACH a base annual salary as follows for the term of this agreement, payable on a bi-weekly basis.

	AMOUNT	TERM
(a)	\$170,000	Year 1 (March 30, 2023 – March 29, 2024)
(b)	\$170,000	Year 2 (March 30, 2024 – March 29, 2025)
(c)	\$175,000	Year 3 (March 30, 2025 – March 29, 2026)
(d)	\$180,000	Year 4 (March 30, 2026 – March 29, 2027)
(e)	\$180,000	Year 5 (March 30, 2027 – March 29, 2028)

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

3.3 The University does not guarantee amounts due from the University under this contract beyond the current year of performance. Should the contract be terminated for any reason amounts due shall be determined in accordance with Section 11.0 of this contract.

4.0 Employee Benefits

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

4.2 COACH shall receive a monthly cell phone allowance of \$45 to be paid by UNIVERSITY and included on the COACH's payroll check.

4.3 COACH shall receive twelve (12) complimentary tickets to all Women's Basketball home games, and four (4) to all other ULM home athletic contest.

4.4 Effective as of August 1, 2023, Coach shall receive a monthly automobile stipend of \$500 to be paid by the Foundation. This benefit shall not be considered earned income for the

purpose of computation of retirement benefits, and Coach shall be responsible for all applicable taxes.

4.5 Coach shall receive a one-time moving allowance of \$12,500 to be paid by the Foundation. This benefit shall not be considered earned income for the purpose of computation of retirement benefits, and Coach shall be responsible for all applicable taxes.

5.0 Performance Incentives

5.1 In recognition of exemplary performance and additional work that is required for post-season competition and events and as an incentive for COACH to achieve the goals described below, and since such additional work generally results in an influx of private gifts to the FOUNDATION, the FOUNDATION agrees to pay to COACH the following supplemental payments:

- (a) \$10,000 if Team wins the regular season Sun Belt Conference (SBC) Championship
- (b) \$20,000 if Team wins SBC Tournament Championship
- (c) \$10,000 if Team receives at-large NCAA Tournament Bid
- (d) \$10,000 for each NCAA Tournament win
- (e) \$100,000 if Team wins NCAA Championship
- (f) \$5,000 if COACH is named SBC Coach of the Year
- (g) \$1,000 if Team's annual APR is 950 or above

5.2 Any supplemental payment earned pursuant to this section shall be payable within 60 days of earning from the FOUNDATION, solely from the athletic funds held by the FOUNDATION. Supplemental payment made to COACH from FOUNDATION shall not be considered earned income for the purpose of computation of retirement benefits. No withholdings will be made from these payments, and COACH shall be responsible for all applicable taxes. The FOUNDATION will issue the appropriate informational return to COACH and the Internal Revenue Service and provide a copy to the UNIVERSITY.

5.3 Any incentive provided in this Section 5.0, if achieved, will only be awarded if the team's annual APR score for that particular year is equal to or greater than 930 and the program is not subject to scholarship limitations or post-season penalties, and shall be paid solely from the athletic funds held by the Foundation.

5.4 **Indemnification and Hold Harmless of University.** By signing this Agreement, COACH agrees to hold harmless and indemnify University from any and all suits, claims, demands, damages, liability, costs and expenses, including attorney's fees, arising out of or in connection with all obligations incurred by the FOUNDATION under this agreement, including but not limited to the terms and conditions set forth in this Section 5.0.

6.0 Camps and Clinics

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

6.2 It is specifically agreed that in the operation of such camps, COACH acts for COACH's self in COACH's 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 UNIVERSITY camp policies/procedures and the conditions hereafter stated.

- (a) Special set-ups or changes in original set-up of facilities will be taken care of by the COACH with no cost to the UNIVERSITY.
- (b) The COACH agrees to pay the UNIVERSITY all out-of-pocket costs incurred by the UNIVERSITY in making the facilities available for the camps.
- (c) The COACH agrees to secure a policy of insurance in a company approved by the UNIVERSITY's Risk Management Office under which the Board of Supervisors of the University of Louisiana System, the UNIVERSITY, its agents and servants, are named as the insured (or as an additional insured) which provides:

- A. 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.
 - B. Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
 - C. The policy does not exclude coverage for sexual molestation (for camps involving minor participants).
- (d) Annual leave must be requested to cover the dates of the camp operation for all UNIVERSITY personnel involved.
 - (e) Complete records will be maintained regarding income and expenditures associated with said camp and available for verification by UNIVERSITY auditors.
 - (f) The COACH agrees to protect, indemnify and save harmless the UNIVERSITY from and against any and all expenses, damages, claims, suits, actions, judgments and costs whatsoever, including reasonable attorney's fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death during the operation of said camp activities. -
 - (g) The COACH is an independent contractor during said camp activities and, as such, is licensed to use certain facilities of the UNIVERSITY. The COACH, as a UNIVERSITY employee, will undertake to observe and require campers and its staff to conform to the general rules applicable to the use of UNIVERSITY facilities. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.
 - (h) The Director of Intercollegiate Athletics will be the administrative officer of the UNIVERSITY who will be advised by the COACH of any problems or questions which may arise out of the operation of summer camps.

7.0 Apparel, Equipment Endorsements

7.1 The UNIVERSITY shall receive and then pay to COACH any funds for which COACH is responsible in obtaining for the UNIVERSITY through COACH's 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.

8.0 Outside Income and /or Benefits

8.1 COACH shall report annually in writing to UNIVERSITY President by July 1, all athletically-related income or benefits COACH receives from a source outside the University (e.g., income from endorsement or consultation contracts with apparel companies, equipment manufacturers, television and radio programs; income from ownership, control or management of a foundation, organization or other entities, etc.) must report such earnings [other than cash or cash equivalent (as opposed to tangible items) if the total amount received is \$600 or less]. (see NCAA Bylaw 11.2.2 and 11.3.2.1.1). 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.

9.0 Compliance with Law, Policy and Regulations

9.1 COACH shall abide by the rules and regulations of the NCAA, Conference and UNIVERSITY rules. COACH understands, acknowledges, and agrees that COACH has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case (see Bylaw 19.2.3). COACH hereby stipulates that if COACH is found to be in violation of NCAA regulations, COACH shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA infractions process (see Bylaw 19), including suspension without pay or termination of employment.

9.2 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.

9.3 Title IX and Sexual Misconduct Policy Reporting and Compliance: COACH shall promptly report to 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, dating violence, 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 UNIVERSITY'S or the University of Louisiana System's Sexual Misconduct Policy that COACH is aware of or has reasonable cause to believe is taking place or may have taken place. The UNIVERSITY may terminate this CONTRACT *for cause* pursuant to the for-cause-termination provisions of this CONTRACT for any determined violation by COACH for failure to report a Known Violation of: (1) Title IX of the Education Amendments of 1972; (2) UNIVERSITY'S Sexual Misconduct Policy; or (3) the University of Louisiana System's Sexual Misconduct Policy.

10.0 Women's Basketball Staff

10.1 COACH shall have the authority to select unclassified Women's Basketball personnel upon authorization by the Athletic Director and approval by the Board.

10.2 Salary Pool. Each fiscal year UNIVERSITY will allocate \$220,000 to the women's basketball program salary pool to be distributed by COACH to select unclassified Women's basketball personnel upon authorization by the Athletic Director and approval by the Board. Nothing in this section serves to create any rights or entitlement to a certain salary for any UNIVERSITY personnel in the women's basketball program.

11.0 Termination

11.1 Either party may terminate this agreement *without* just cause prior to the expiration of its terms by giving thirty (30) days' written notice to the other party. Prior to termination of COACH, UNIVERSITY shall notify the President of the University of Louisiana System. All compensation, including salary, benefits, and other remuneration incidental to employment shall cease upon termination.

11.2 COACH may be terminated by the Athletic Director at any time for: misconduct; substantial and manifest incompetence; violation or gross disregard of state or federal laws; being found in violation of NCAA regulations, conference, or UNIVERSITY rules, regulations, policies or procedures; refusing to accept reassignment of responsibilities in accordance with the provisions of paragraph 1.1 herein above in situations in which the UNIVERSITY determines that the best interest of the UNIVERSITY and of its intercollegiate athletic program require that the COACH no longer retain the position of Head Women's Basketball Coach; violating any provision of this contract; and any cause adequate to sustain the termination of any other UNIVERSITY employee of the COACH'S classification. Misconduct shall include, but not be limited to, engaging in conduct which (i) displays a serious disrespect or disregard for the mission of the University, (ii) brings COACH into substantial public disrepute, contempt, scandal, or ridicule sufficient to materially impair COACH's ability to perform the obligations contained herein without material adverse impact on the team or athletic program; (iii) constitutes moral turpitude or breaches the high moral and ethical standards applicable to Coach as a visible representative of the UNIVERSITY; (iv) constitutes failure by COACH to report to a university administrator (direct supervisor or Athletics Director) in a timely manner (within 24 hours of becoming aware) any conduct known, observed, suspected by and/or reported to COACH that constitutes or may constitute a violation of NCAA regulations, conference rules, and the University's policies and

procedures (including, but not limited to, those addressing anti-discrimination, harassment and retaliation); or (v) any determined violation of Title IX of the Education Amendments of 1972 or failure to report a “known violation” as required in Sub-clause 9.3 of this contract. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination. The termination date shall be the date on which notice of termination is given, or on such later date as may be set forth by UNIVERSITY in the notice of 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 from UNIVERSITY if termination is for *just cause*. All compensation, including salary, benefits, and other remuneration incidental to employment, cease upon termination.

11.2.1 In lieu of termination for cause, and apart from any rights it may have under this Section 11.0, the UNIVERSITY may impose disciplinary sanctions less severe than termination of COACH, up to and including suspension or leave without pay for any act or omission which would be grounds for termination for cause. Imposition of such sanctions shall be at the discretion of the UNIVERSITY, which shall not be exercised arbitrarily or capriciously.

11.3 The UNIVERSITY may at any time, and in its sole discretion, terminate the employment of COACH for any reason. In the event the UNIVERSITY terminates the Contract *without cause* prior to the expiration of its term, the UNIVERSITY, at its option, shall pay COACH as follows:

(a) \$250,000 if termination occurs during Years 1 or 2 of this agreement;

(b) \$200,000 if termination occurs during Years 3 or 4 of this agreement;

(c) \$100,000 if termination occurs during Year 5 of this agreement; **OR**

(d) reassign COACH to another suitable position at the UNIVERSITY at Coach's current salary for the remainder of the current fiscal year in lieu of the payout described in this paragraph. If the payout option is chosen by the UNIVERSITY, such funds shall be paid from the current fiscal year funding to COACH in lump sum no later than sixty (60) days from the effective date of termination or in monthly installments until such amount is paid in full at the sole discretion of the University.

11.4 COACH shall make reasonable efforts to obtain full-time, gainful employment in the coaching profession. Should COACH secure employment, the liquidated damages described in this agreement shall be reduced by the amount of income received by COACH from said employment. New employment shall not be less than rate paid to previous person in that same position. Failure of COACH to make reasonable efforts to secure full-time employment in the coaching profession as described above shall be cause for the release of the UNIVERSITY from any obligation to make further payments.

11.5 In the event COACH terminates the Contract to become a head women's basketball coach elsewhere, COACH would be liable to the UNIVERSITY for liquidated damages as follows:

- (a) \$250,000 if termination occurs during Years 1 or 2 of this agreement;
- (b) \$125,000 if termination occurs during Years 3 or 4 of this agreement;
- (c) No liquidated damages if termination occurs during Year 5 of this agreement;

The liquidated damages shall be due and payable by COACH in a lump sum within sixty (60) days of the date of termination.

11.6 If COACH terminates this contract for any other reason than becoming employed

as a head women's basketball coach, including without limitation, retirement, health or personal reasons, disability, employment in another profession, then COACH shall have no responsibility, obligation, or liability to the UNIVERSITY.

11.7 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 three (3) months notice of termination or three (3) months regular pay in lieu of such notice at the UNIVERSITY'S sole discretion. All compensation, including salary, benefits, and other remuneration incidental to employment, cease upon termination.

11.8 Upon termination of this agreement by either party for any reason, reassignment of COACH to some other position at the University, or suspension or leave without pay, any entitlement to a courtesy automobile or stipend, cell phone or stipend, housing or housing allowance, club membership, home game tickets, *etc.*, shall cease immediately upon the occurrence of any such event.

12.0 Severability

If any provision of the 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.

13.0 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.

14.0 Entire Agreement

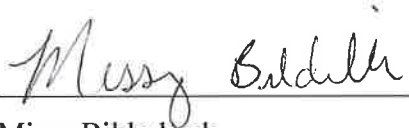
This single Contract of Employment shall become the agreement between the parties supplanting all previous contracts, letters of appointment, and/or memoranda of understanding.

UNIVERSITY OF LOUISIANA MONROE

**HEAD WOMEN'S BASKETBALL
COACH**



Ron Berry
President



Missy Bilderback
Head Women's Basketball Coach

**ACKNOWLEDGED AND AGREED TO ON BEHALF OF THE UNIVERSITY OF
LOUISIANA AT MONROE ATHLETIC FOUNDATION, INC. AS TO OBLIGATIONS
INCURRED BY THE FOUNDATION:**



Adam Cossey
President

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

Dr. Jim Henderson
President
University of Louisiana System