

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

ATHLETIC COMMITTEE

June 22, 2023

Item G.1. **Grambling State University’s** request for approval of a revised Athletic Home Game Complimentary Ticket Policy.

EXECUTIVE SUMMARY

Grambling State University has submitted a revision to its current policy, last revised in August of 2019. Chapter 5, Section IV.B of the Board Rules requires that complimentary tickets and passes for home games shall be issued only in accordance with an established, written policy by each institution that has been approved by the Board. The complimentary ticket policies primarily address football games, but also include complimentary tickets for basketball, baseball, and other performance events on campus. Several changes are proposed, which results in the issuance of less complimentary tickets as follows:

- Football – Total decrease of 218 tickets, which includes home football games and Classics.
- Basketball – Total decrease of 34 tickets for home games.
- Baseball – Total decrease of 33 tickets for home games.

The complimentary ticket policy generally reflects the number of tickets per person. The ultimate number of tickets issued will vary depending upon the number of persons applying for complimentary tickets.

Please refer to the attached summary describing the ticket list.

RECOMMENDATION

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves Grambling State University’s request for approval of a revised Athletic Home Game Complimentary Ticket Policy.*

**Office of the President**

June 1, 2023

**MEMORANDUM TO THE BOARD OF SUPERVISORS OF THE
UNIVERSITY OF LOUISIANA SYSTEM****SUBJECT: REQUEST FOR APPROVAL OF A REVISED ATHLETIC HOME GAME
COMPLIMENTARY TICKET POLICY**

Grambling State University has submitted a revision to its current policy, last revised in February of 2021. Chapter 5, Section IV.B of the Board Rules requires that complimentary tickets and passes for home games shall be issued only in accordance with an established, written policy by each institution that has been approved by the Board. The complimentary ticket policies primarily address football games, but also include complimentary tickets for basketball, baseball, and other performance events on campus.

Several changes are proposed, which results in the issuance of less complimentary tickets as follows:

- Football – Total decrease of 218 tickets, which includes home football games and Classics.
- Basketball – Total decrease of 34 tickets for home games.
- Baseball – Total decrease of 33 tickets for home games.

The complimentary ticket policy generally reflects the number of tickets per person. The ultimate number of tickets issued will vary depending upon the number of persons applying for complimentary tickets.

Please refer to the attached summary describing the complimentary ticket list.

Your favorable consideration of this request is greatly appreciated.

Sincerely,

Richard J. Gallot, Jr., JD
President

Grambling State University											
Athletics Complementary Ticket Distribution											
Fiscal Year Ending June 30, 2024											
Revised Complimentary Ticket Policy July 1, 2023											
	Football					Basketball			Baseball		
	Number of Tickets to be issued										
Title	Persons	Tickets per Person	Bayou Classic	Home Games	Dallas	Persons	Tickets per Person	Basketball	Persons	Tickets per Person	Baseball
ADMINISTRATOR											
President	1		40	30	40	1	10	10	1	4	4
Chief of Staff	1		4	4	4	1	2	4	1	2	2
Chief Operating Officer	1		4	4	4	1	2	4	1	2	2
Deputy Chief of Staff	1		4	4	4	1	2	2	1	2	2
Executive Assistant to the President	1		4	4	4	1	2	2	1	2	2
Vice President for Finance	1		4	4	4	1	4	4	1	2	2
Vice President for Academic Affairs/Provost	1		4	4	4	1	4	4	1	2	2
Vice President for Student Affairs	1		4	4	4	1	4	4	1	2	2
Vice President for Advancement and Innovation	1		4	4	4	1	4	4	1	2	2
Vice President for Research and Sponsored Programs	1		4	4	4	1	2	2	1	2	2
Marching Band Director	1		10	10	12	1	2	2	1	2	2
Orchestrator	1		2	2	2	1	2	2	1	2	2
Cheerleading Coach	2	2	4	4	4	2	4	4	2	4	4
Former Presidents	6	2	12	12	12	6	2	12	6	2	12
ATHLETICS:				0				0			0
Former Athletic Directors	3	2	6	6		3	2	6	3	2	6
Vice President for Intercollegiate Athletics	1		30	20	40	1	6	6	1	2	2
Executive Associate AD for Internal Operations	1		4	4	4	1	2	2	1	2	2
Senior Associate AD for Championship Resources/ Chief of Staff	1		4	4	4	1	2	2	1	2	2
Senior Associate AD for Student- Athlete Health & Welfare	1		4	4	4	1	2	2	1	2	2
Associate AD for Athletics Communications/ Digital Strategy	1		4	4	4	1	2	2	1	2	2
Chief Financial Officer for Athletics	1		4	4	4	1	2	2	1	2	2
Associate AD for Human Resources	1		2	2	4	1	2	2	1	2	2
Assistant AD for Administration	1		2	2	4	1	2	2	1	2	2
Assistant Director for Athletics Compliance	1		2	2	4	1	2	2	1	2	2
Director of Athletics Academic Services	1		2	2	4	1	2	2	1	2	2
Assistant AD for Academic Services	1		2	2	4	1	2	2	1	2	2
Assoc. Registrar/ Ath. Certification Officer	1		2	2	2	1	2	2	1	2	2
Academic Advisor	1		2	2	4	1	2	2	1	2	2
Associate Director of Athletic Communications/Digital Strategy	1		2	2	4	1	2	2	1	2	2
Director of Athletics Facilities	1		2	2	4	1	2	2	1	2	2
Director of Sports Medicine	1		4	4	4	1	2	2	1	2	2
Sports Therapist/Trainers	5		4	4	4	2	2	2	2	2	2
Director of Ticket Sales/ Services	1		2	2	4	1	2	2	1	2	2
Ticket Office Agents	2		4	4	4	2	2	2	2	2	2
Graduate Assistant (Athletic Department)	4	2	8	8	8	4	4	4	4	4	4
Faculty Athletics Representative	1		4	4	4	1	2	2	1	2	2
Director of TV Center	1		2	2	2	1	2	2	1	2	2
Bayou Classic Coordinator	1		6	0				0			0
Bayou Classic Committee	12	2	24	0				0			0
Head Football Coach	1		30	12	20	1	2	2	1	2	2
Head Coach of Sport Involved (Basketball and Baseball)						1	20	20	1	20	20
Asst. Coach of Sport Involved (Basketball and Baseball)						4	10	40	4	10	40
Coaches in other sports*	35	2	70	70	70	27	2	54	27	2	54
Asst. Football Coaches (***)	10	10	100	100	100	9	2	18	9	2	18
Grad Asst./Student Managers	10	2	20	20	20	2	2	4	2	2	
Staff members of the sports involved	1		2	2	4						
Football Admin. Assistant	1		4	4	4						
General Manager for Football	1		4	4	4						

Athletics Complementary Ticket Distribution											
Fiscal Year Ending June 30, 2024											
Revised Complimentary Ticket Policy July 1, 2023											
Number of Tickets to be issued											
Title	Football					Basketball			Baseball		
	Persons	Tickets per Person	Bayou Classic	Home Games	Dallas	Persons	Tickets per Person	Basketball	Persons	Tickets per Person	Baseball
Head Strength & Conditioning Coach	1		4	4	6	1	2	2			0
Asst Strength & Conditioning Coach	1		4	4	4						
Director of Football/Equipment Operations	1		4	4	4	1	2	2	1	2	2
Assistant Director of Equipment	1		2	2	2	1	2	2	1	2	2
Team Physicians	4	2	8	8	8	1	2	2	1	2	2
High School Recruits for Bayou Classic (Home Team Only) (*)											
Super Professors	2	2	4	4	4	2	2	4			0
Student-Athletes of the sports involved (Home)	100	4	400	400	400	15	4	60	30	4	120
Student-Athletes of the sports involved (Away)	85	4	340	0		15	4	60	30	4	120
Graduate Assistant (Athletic Department)	4	2	8	8	8	4	2	8	4	2	8
SWAC Commissioner (*)	1		5	5	10	1	2	2	1	2	2
High School Recruits (*)	150	3	0	450	0	40	3	120	40	3	120
High School Coaches Assoc.	75	2	0	150	0	40	2	80	40	2	80
UL System President	1		4	4	6	1	2	2	1	2	2
UL System Staff (*)	3	2	6	6	6	3	2	6	3	2	6
UL Board of Supervisors (*)	18	4	72	72	72	18	2	36	18	2	36
State Troopers	2	2	4	4	4	0	0	0	0	0	0
Board of Regents (*)	4	2	8	8	8	4	2	8	4	2	8
PROMOTIONAL			20	20		1	20	20	1	2	2
Promotional-Athletic Director			0	80		1	20	20	1	20	20
Promotional-Radio Stations			0	70	0			0			0
Promotional-Sponsorships			0	75	0			0			0
Promotional-KGRM-Grambling				25				0			0
Parade Participants-(Homecoming only)(#)	250	1	0	250							
TOTAL	828	54	1,359	2,051	1,018	243	211	688	270	171	758
In cases where persons occupy more than one position, tickets will be issued at the higher limit only.											
(*) AS Requested											
(#) Actual numbers may vary depending on number of students who make the Honor Roll or the size of the bands in the parade.											
(**) Assistant Football Coaches receive four tickets each for Dallas											
(##) Actual numbers may vary depending on the size of the groups who are invited to be a part of the promotion (i.e.members of the military)											
(1) includes games played on-campus only											

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

ATHLETIC COMMITTEE

June 22, 2023

Item G.2. Louisiana Tech University's request for approval of a contract with Dr. Eric A. Wood, Vice President and Director of Athletics, effective November 1, 2022.

EXECUTIVE SUMMARY

Under the proposed agreement from November 1, 2022 through October 31, 2027, Vice President and Director of Athletics' annual salary is \$225,000. Each contract year is defined as from November 1 to October 31. The agreement also stipulates that the Louisiana Tech University Foundation (LTUF) will pay Vice President and Director of Athletics a premium benefit for his role as a fundraiser for the LTUF and to promote Louisiana Tech's athletic programs: \$90,000 (Year 1); \$100,000 (Year 2); \$110,000 (Year 3); \$120,000 (Year 4); and \$130,000 (Year 5).

In addition, the LTUF agrees to pay the Vice President and Director of Athletics certain supplemental payments as stipulated in the contract, capped at \$30,000 per contract year. Also, he will be given the opportunity to earn revenue generation supplemental payments as stipulated in the contract from the LTUF of up to \$25,000 per contract year if certain fundraising goals are met for each fiscal year.

In the event that the University terminates this agreement without cause prior to the last 36 months of the contract, the LTUF, solely through its athletics funds, shall be liable to Vice President and Director of Athletics for the payment of 36 months' salary, both the University and LTUF portions. In the event the University terminates this agreement without cause during the last 36 months of the contract, the LTUF shall be liable to Vice President and Director of Athletics for remaining salary payments due, both the University and LTUF portions.

In the event that the Vice President and Director of Athletics accepts employment as an athletic director at another college or university or accepts employment elsewhere during the term of this contract, Vice President and Director of Athletics shall pay the LTUF certain amounts as stipulated for each year in the contract. However, if there is a presidential change at the University during the term of the agreement, he shall pay the LTUF the lesser of \$100,000 or one-half of the applicable buyout amount for the contract year exercised should he terminate his employment prior to the term of the agreement. This exception may only be exercised within 12 months from the first day in office of a new president.

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 Dr. Eric A. Wood, Vice President and Director of Athletics, effective November 1, 2022.*



G.2.

LOUISIANA TECH
UNIVERSITY.

OFFICE OF THE PRESIDENT

May 26, 2023

LADIES AND GENTLEMEN OF THE BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM:

Dear Dr. Henderson,

Attached for your review is an Extension of the Contract of Employment between Dr. Eric Wood, Louisiana Tech University, and the Louisiana Tech University Foundation for the position of Vice President and Director of Athletics. The effective date of the extension is November 1, 2022.

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

Upon approval by the Board, please sign the last page of the contract and return to me for distribution.

Thank you for your attention to this matter.

Sincerely,

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

Leslie K. Guice
President

CONTRACT OF EMPLOYMENT - EXTENSION:
VICE PRESIDENT AND DIRECTOR OF ATHLETICS

STATE OF LOUISIANA

PARISH OF LINCOLN

THIS AGREEMENT is made and entered into as of this _____ day of _____, 2023, between Louisiana Tech University (sometimes hereinafter referred to as "UNIVERSITY") and Eric A. Wood (hereinafter referred to as "A.D.") with the concurrence of the Louisiana Tech University Foundation, Inc. (hereinafter referred to as "FOUNDATION") and replaces that former Contract of Employment between the parties approved by the Board of Supervisors on December 3, 2020. This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for Louisiana Tech University, and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the Board.

WITNESSETH

1. **Employment.** The UNIVERSITY does hereby employ A.D. as Vice President and Director of Athletics of LOUISIANA TECH UNIVERSITY, Ruston, Louisiana, and A.D. does hereby accept such employment and agrees to perform all those services and duties, both scholastic and athletic, required of A.D. pertaining to the sports programs at UNIVERSITY as prescribed by the UNIVERSITY through its duly authorized President. Such duties include, but are not limited to, managing the intercollegiate athletics program (the "Athletics Department") and activities of the University, marketing, fundraising, and other activities designed to promote the University's

athletics program and the academic achievement of its student-athletes, and such other duties as may be assigned by the President.

2. **Term**. The term of this Agreement shall be for a definite term, commencing on November 1, 2022 and ending on October 31, 2027, unless terminated sooner in accordance with the terms of this Agreement or extended by mutual written agreement of the parties, and approved by the Board.

3. **Salary**. The UNIVERSITY agrees to pay A.D. a base annual salary of Two Hundred Twenty-five Thousand dollars (\$225,000), payable in twelve (12) equal monthly installments during the term of this Agreement.

4. **Foundation Compensation**. FOUNDATION, solely through its athletics funds, for A.D.'s role as an advancement professional and for his promotional appearances at events sponsored by or participated in by the Division of University Advancement, shall pay A.D. in accordance with the following schedule:

- a. Nov. 1, 2022 – Oct. 31, 2023 (Year 1) - Ninety Thousand dollars (\$90,000) to be paid in equal monthly installments;
- b. Nov. 1, 2023 – Oct. 31, 2024 (Year 2) – One Hundred Thousand dollars (\$100,000) to be paid in equal monthly installments;
- c. Nov. 1, 2024 – Oct. 31, 2025 (Year 3) – One Hundred, Ten Thousand dollars (\$110,000) to be paid in equal monthly installments;
- d. Nov. 1, 2025 – Oct. 31, 2026 (Year 4) – One Hundred, Twenty Thousand dollars (\$120,000) to be paid in equal monthly installments;
- e. Nov. 1, 2026 – Oct. 31, 2027 (Year 5) – One Hundred, Thirty Thousand dollars (\$130,000) to be paid in equal monthly installments.

A.D. 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 and not as an agent or employee of the UNIVERSITY or the FOUNDATION. Payments made to A.D. 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 A.D. shall be responsible for all applicable taxes.

Payment from FOUNDATION is contingent upon A.D.'s participation in fundraising and promotional activities to acquire private funding for Louisiana Tech Athletics. A.D. shall not unreasonably refuse to engage in personal contact (telephone calls, lunches, dinners, social engagements, etc.) with sponsors, potential sponsors, donors and/or potential donors to generate or increase revenues provided such requests do not interfere with A.D.'s duties owed to the UNIVERSITY.

5. **Incentive Compensation**. In recognition of exemplary performance of certain college sports and the additional work that is required for post-season games and events, as well as recognition for leading the sports programs to academic success, and as an incentive for A.D. to achieve the goals described below, and since such additional work from these post season appearances generally results in an influx of private gifts to the FOUNDATION, the FOUNDATION, solely from the athletics funds held by the FOUNDATION, agrees to pay to A.D. the following incentive payments within sixty (60) days after the goal is achieved, subject to the annual contract year cap listed below:

A. Team Performance Incentives

- i. For each complete football season during the Term of this Agreement, A.D. shall be entitled to \$15,000.00 if the Louisiana Tech University football team should

participate in one of the New Year's Six Bowls (the Rose Bowl, the Sugar Bowl, the Orange Bowl, the Cotton Bowl, the Fiesta Bowl, or the Peach Bowl). This incentive compensation shall be considered "achieved" at the time when the first down of the relevant football game is played.

- ii. For each complete football season during the Term of this Agreement, A.D. shall be entitled to \$5,000.00 if the Louisiana Tech University football team should participate in an NCAA sanctioned post-season bowl game other than those enumerated in paragraph 5.A.i above. This incentive compensation shall be considered "achieved" at the time when the first down of the relevant football game is played.
- iii. For each complete football season during the Term of this Agreement, A.D. shall be entitled to \$3,000.00 if the Louisiana Tech University football team wins an NCAA sanctioned post-season bowl game. This incentive compensation shall be considered "achieved" immediately following the conclusion of the NCAA sanctioned post-season bowl game.
- iv. For each complete men's basketball season during the Term of this Agreement, A.D. shall be entitled to \$5,000.00 if the Louisiana Tech University men's basketball team receives a bid to compete in the NCAA Tournament. This incentive compensation shall be considered "achieved" immediately after tip-off of the first relevant tournament game of the Louisiana Tech Men's Basketball team.
- v. For each complete men's basketball season during the Term of this Agreement, A.D. shall be entitled to \$15,000.00 if the Louisiana Tech University men's

- basketball team wins the NCAA Tournament. This incentive compensation shall be considered “achieved” immediately after the conclusion of the NCAA Tournament.
- vi. For each complete men’s basketball season during the Term of this Agreement, A.D. shall be entitled to \$2,500.00 if the Louisiana Tech University men’s basketball team receives a bid to compete in the post-season NIT. This incentive compensation shall be considered “achieved” immediately after tip-off of the first relevant tournament game of the Louisiana Tech Men’s Basketball team.
 - vii. For each complete men’s basketball season during the Term of this Agreement, A.D. shall be entitled to \$5,000.00 if the Louisiana Tech University men’s basketball team wins the post-season NIT. This incentive compensation shall be considered “achieved” immediately after the conclusion of the post-season NIT.
 - viii. For each complete women’s basketball season during the Term of this Agreement, A.D. shall be entitled to \$5,000.00 if the Louisiana Tech University women’s basketball team receives a bid to compete in the NCAA Tournament. This incentive compensation shall be considered “achieved” immediately after tip-off of the first relevant tournament game of the Louisiana Tech Women’s Basketball team.
 - ix. For each complete women’s basketball season during the Term of this Agreement, A.D. shall be entitled to \$15,000.00 if the Louisiana Tech University women’s basketball team wins the NCAA Tournament. This incentive compensation shall be considered “achieved” immediately after the conclusion of the NCAA Tournament.
 - x. For each complete women’s basketball season during the Term of this Agreement, A.D. shall be entitled to \$2,500.00 if the Louisiana Tech University women’s

basketball team receives a bid to compete in the post-season NIT. This incentive compensation shall be considered “achieved” immediately after tip-off of the first relevant tournament game of the Louisiana Tech Women’s Basketball team.

- xi. For each complete women’s basketball season during the Term of this Agreement, A.D. shall be entitled to \$5,000.00 if the Louisiana Tech University women’s basketball team wins the post-season NIT. This incentive compensation shall be considered “achieved” immediately after the conclusion of the post-season NIT.
- xii. For each complete baseball season during the Term of this Agreement, A.D. shall be entitled to \$15,000.00 if the Louisiana Tech University baseball team should participate in the NCAA Baseball College World Series. This incentive compensation shall be considered “achieved” immediately after the first pitch of the first NCAA Baseball College World Series game of the Louisiana Tech University baseball team.
- xiii. For each complete baseball season during the Term of this Agreement, A.D. shall be entitled to \$10,000.00 if the Louisiana Tech University baseball team should participate in the NCAA Baseball Super Regional Tournament. This incentive compensation shall be considered “achieved” immediately after the first pitch of the first NCAA Baseball Super Regional Tournament game of the Louisiana Tech University baseball team.
- xiv. For each complete baseball season during the Term of this Agreement, A.D. shall be entitled to \$5,000.00 if the Louisiana Tech University baseball team should participate in the NCAA Baseball Regional Tournament. This incentive compensation shall be considered “achieved” immediately after the first pitch of

the first NCAA Baseball Regional Tournament game of the Louisiana Tech University baseball team.

- xv. For each complete season for each respective team within the Athletics Department, A.D. shall be entitled to incentive compensation of \$2,500.00 if any team within the Athletics Department wins a regular season Conference championship. This incentive compensation shall be considered “achieved” at the time the Conference has determined the champion for the respective sport.
- xvi. For each complete season for each respective team within the Athletics Department, A.D. shall be entitled to incentive compensation of \$2,500.00 if any team within the Athletics Department wins a Conference tournament championship. This incentive compensation shall be considered “achieved” at the time the completion of the relevant Conference tournament.

B. Student-Athlete Academic Incentives

- i. A.D. shall be entitled to incentive compensation of \$15,000.00 for each annual NCAA Academic Progress Rate Public Report (“APR”) released during the Term of this Agreement (covering the prior academic year) if the Athletics Department’s department-wide average multi-year APR is at or above 980. This incentive compensation shall be considered “achieved” at the time when the APR is submitted to the NCAA by the University.
- ii. A.D. shall be entitled to incentive compensation of \$10,000.00 for each annual APR released during the Term of this Agreement (covering the prior academic year) if the Athletics Department’s department-wide average multi-year APR is at least 970

- (and less than 980). This incentive compensation shall be considered “achieved” at the time when the APR is submitted to the NCAA by the University.
- iii. A.D. shall be entitled to incentive compensation of \$7,500.00 for each annual APR released during the Term of this Agreement (covering the prior academic year) if the Athletics Department’s department-wide average multi-year APR is at least 960 (and less than 970). This incentive compensation shall be considered “achieved” at the time when the APR is submitted to the NCAA by the University.
 - iv. A.D. shall be entitled to incentive compensation of \$5,000.00 for each annual APR released during the Term of this Agreement (covering the prior academic year) if the Athletics Department’s department-wide average multi-year APR is at least 950 (and less than 960). This incentive compensation shall be considered “achieved” at the time when the APR is submitted to the NCAA by the University.
 - v. A.D. shall be entitled to incentive compensation of \$10,000.00 for each annual APR released during the Term of this Agreement (covering the prior academic year) if all teams within the Athletics Department receive an APR of at least 960. This incentive compensation shall be considered “achieved” at the time when the APR is submitted to the NCAA by the University.
 - vi. A.D. shall be entitled to incentive compensation of \$7,500.00 for each annual APR released during the Term of this Agreement (covering the prior academic year) if all teams within the Athletics Department receive an APR of at least 950 (and less than 960). This incentive compensation shall be considered “achieved” at the time when the APR is submitted to the NCAA by the University.

- vii. A.D. shall be entitled to incentive compensation of \$5,000.00 for each annual APR released during the Term of this Agreement (covering the prior academic year) if all teams within the Athletics Department receive an APR of at least 940 (and less than 950). This incentive compensation shall be considered “achieved” at the time when the APR is submitted to the NCAA by the University.
- viii. A.D. shall be entitled to incentive compensation of \$15,000.00 for each academic year during the term of this Agreement if the NCAA Graduation Success Rate equals greater than 90%. This incentive compensation shall be “achieved” at the time when the NCAA Graduation Success Rate is submitted to the NCAA by the University.
- ix. A.D. shall be entitled to incentive compensation of \$10,000.00 for each academic year during the term of this Agreement if the NCAA Graduation Success Rate equals greater than 80% (and less than 90%). This incentive compensation shall be “achieved” at the time when the NCAA Graduation Success Rate is submitted to the NCAA by the University.
- x. A.D. shall be entitled to incentive compensation of \$7,500.00 for each academic year during the term of this Agreement if the NCAA Graduation Success Rate equals greater than 75% (and less than 80%). This incentive compensation shall be “achieved” at the time when the NCAA Graduation Success Rate is submitted to the NCAA by the University.

C. Additional Incentives

- i. For each annual award of the Learfield Directors’ Cup during the Term of this Agreement, A.D. is entitled to incentive compensation of \$10,000.00 if the

Athletics Department is ranked in the top 75. This incentive compensation shall be considered “achieved” at the time the Learfield Cup Final Rankings are published by Learfield.

- ii. For each annual award of the Learfield Directors’ Cup during the Term of this Agreement, A.D. is entitled to incentive compensation of \$7,500.00 if the Athletics Department is ranked in the top 100. This incentive compensation shall be considered “achieved” at the time the Learfield Cup Final Rankings are published by Learfield.
- iii. For each annual award of the Learfield Directors’ Cup during the Term of this Agreement, A.D. is entitled to incentive compensation of \$5,000.00 if the Athletics Department is ranked in the top 150. This incentive compensation shall be considered “achieved” at the time the Learfield Cup Final Rankings are published by Learfield.
- iv. For each annual award of the Learfield Directors’ Cup during the Term of this Agreement, A.D. is entitled to incentive compensation of \$2,500.00 if the Athletics Department is ranked in the top 200. This incentive compensation shall be considered “achieved” at the time the Learfield Cup Final Rankings are published by Learfield.

Incentive payments as enumerated in paragraphs 5.A.-5.C above are capped at \$30,000 per contract year. Compensation for Incentives achieved in a particular contract year that are above the applicable contract year cap lapse and do not carryover to subsequent contract years.

A.D. 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 and not

as an agent or employee of the UNIVERSITY or the FOUNDATION. Payments made to A.D. 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 A.D. shall be responsible for all applicable taxes.

6. **Retirement and Fringe Benefits.** UNIVERSITY will provide A.D. the opportunity to participate in benefit plans for health insurance, dental insurance, retirement, disability, and life insurance on a basis consistent with other UNIVERSITY employees of a similar status. Such benefits will be based upon A.D.'s base annual salary, as defined in Paragraph 3, as provided by the UNIVERSITY. UNIVERSITY will take efforts to secure a vehicle for A.D.'s personal and business use to be acquired from a private donation or sponsorship. Club and social memberships made available through privation donations to UNIVERSITY and the Athletics Department shall be offered to A.D.

7. **Advancement Operations.** A.D. will be given the opportunity to earn revenue generation supplemental payments each contract year ("Supplemental Revenue"). In order to receive the opportunity for Supplemental Revenue, on or before June 1 of each contract year, A.D. shall provide assistance and support with increasing donors and total gifts to the Louisiana Tech Athletic Club ("LTAC") and any discretionary funds within the University Foundation that are specifically related to teams and/or projects within the Athletics Department ("Athletics Giving"). Athletics Giving for each fiscal year shall be determined on a cash basis. Such Athletics Giving fundraising goals and Supplemental Revenue shall be as follows:

- a. Nov. 1, 2022 – June 1, 2023 - \$10,000 if total gifts to Athletics Giving reach \$1.5 million and an additional \$2,500 for every \$250,000 in gifts above \$1.5 million, with total Supplemental Revenue capped at \$25,000;

- b. June 2, 2023 – June 1, 2024 - \$10,000 if total gifts to Athletics Giving reach \$1.75 million and an additional \$2,500 for every \$250,000 in gifts above \$1.75 million, with total Supplemental Revenue capped at \$25,000;
- c. June 2, 2024 – June 1, 2025 - \$10,000 if total gifts to Athletics Giving reach \$1.85 million and an additional \$2,500 for every \$250,000 in gifts above \$1.85 million, with total Supplemental Revenue capped at \$25,000;
- d. June 2, 2025 – June 1, 2026 - \$10,000 if total gifts to Athletics Giving reach \$2 million and an additional \$2,500 for every \$250,000 in gifts above \$2 million, with total Supplemental Revenue capped at \$25,000;
- e. June 2, 2026 – June 1, 2027 - \$10,000 if total gifts to Athletics Giving reach \$2.15 million and an additional \$2,500 for every \$250,000 in gifts above \$2.15 million, with total Supplemental Revenue capped at \$25,000;

Supplemental Revenue payments shall be the obligation of the FOUNDATION and paid solely from its athletics funds. Supplemental Revenue payments shall be paid to A.D. on or before July 1 of each year of the Agreement.

A.D. 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 and not as an agent or employee of the UNIVERSITY or the FOUNDATION. Payments made to A.D. 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 A.D. shall be responsible for all applicable taxes.

8. **Withholdings.** The UNIVERSITY shall provide A.D. with an IRS form W-2 for the base salary paid by the UNIVERSITY which is subject to withholding. The FOUNDATION shall

provide A.D. with an IRS form 1099 for that portion of his compensation that is paid to him in his capacity as an independent contractor and which is not subject to withholding. A copy of the IRS form 1099 provided to A.D. shall also be provided to UNIVERSITY by FOUNDATION. Neither the UNIVERSITY nor the FOUNDATION is a guarantor of the taxable status of the consideration described in Paragraph 4 (Foundation Compensation), Paragraph 5 (Incentive Compensation), or Paragraph 7 (Advancement Operations). Accordingly, should part or all of such consideration ever be treated by any taxing authority as if it were "taxable" even though not reported to such authority by the UNIVERSITY or FOUNDATION, A.D. agrees to indemnify and hold harmless the UNIVERSITY and FOUNDATION from any taxes assessed against him, including any penalties, fines, expenses, or assessments with respect to the aforementioned consideration.

9. **Additional Revenue.** Subject to the limitations imposed by this section of the Agreement, A.D. may earn or receive other revenue while employed by the UNIVERSITY provided, however, that A.D. shall obtain prior written approval, which approval shall not be unreasonably withheld, from the President of UNIVERSITY before engaging in any commercial or private venture, including the use of A.D.'s name by any commercial, public or private entity. A.D. shall not directly or indirectly own, manage, control, render services for, or be associated with any business, enterprise, or activity that: (a) is in competition with the University or any component thereof; (b) is selling goods or services to the University; or (c) would conflict with or prevent A.D. from complying with the requirements of his duties as A.D.

Such outside activities shall not interfere with the full and complete performance by A.D. of his duties and obligations as a UNIVERSITY employee, recognizing always that A.D.'s primary obligation and alliance of fair dealing and good faith rest with the UNIVERSITY and its students.

In no event shall A.D. accept or receive directly or indirectly any money, benefit or any other gratuity whatsoever from any person, corporation, or entity, if such action would violate NCAA legislation or the constitution, bylaws, rules and regulations or interpretations thereof of the NCAA and/or C-USA or any future conference affiliation, as now or hereafter enacted. Changes of such legislation, constitution, bylaws, rules, regulations or interpretations shall automatically apply to this Agreement without the necessity of a written modification.

Such outside activities are independent of A.D.'s UNIVERSITY employment and his employment as an independent contractor for the FOUNDATION. As such, UNIVERSITY and/or FOUNDATION shall have no responsibility or liability for any claims arising there-from. A.D. agrees to indemnify and hold harmless the UNIVERSITY, the FOUNDATION, and the University of Louisiana System, and the officers, employees, and agents of all these entities, from any and all claims based on or arising out of such outside activities.

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

10. **Standards.** A.D. agrees to represent UNIVERSITY positively in public and private forums and shall perform his duties and personally comport himself at all times in a manner consistent with good sportsmanship and in accordance with the high moral, ethical and academic

standards of the UNIVERSITY. A.D. shall not engage in any activity or conduct that has the purpose or effect of reflecting unfavorably on the UNIVERSITY, or causing embarrassment to the UNIVERSITY, or otherwise detracting from its reputation or the reputation of the UNIVERSITY's athletics program.

A.D. recognizes that the primary mission of LOUISIANA TECH UNIVERSITY is to serve as an institution of higher education and shall fully cooperate with academic counselors or similar persons designated by the UNIVERSITY to assist student athletes and the faculty and administrators of the UNIVERSITY in connection with the academic pursuits of student athletes and shall use his personal best to encourage and promote those efforts. In that respect, A.D. recognizes that the goal of UNIVERSITY is that every student athlete obtain a baccalaureate degree and agrees to fully support the attainment of this goal.

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

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

violation” shall mean a violation or an allegation of a violation of Title IX that A.D. is aware of or has reasonable cause to believe is taking place or may have taken place.

11. **Termination.** This Agreement may be terminated by the parties as follows:

A. Termination by UNIVERSITY Without Cause.

The UNIVERSITY shall have the right to terminate this Agreement without cause at any time by giving A.D. thirty (30) days written notice. In the event the UNIVERSITY terminates this Agreement without cause prior to the last thirty-six months (36 months) of the contract, the FOUNDATION, solely through its athletics funds, shall be liable to A.D. for the payment of thirty-six months’ (36 months’) salary, both the UNIVERSITY and FOUNDATION portions, with said amounts being payable in equal monthly installments. In the event the UNIVERSITY terminates this Agreement without cause during the last thirty-six months (36 months) of the contract, FOUNDATION, solely through its athletics funds, shall be liable to A.D. for remaining salary payments due, both the UNIVERSITY and FOUNDATION portions. FOUNDATION shall not be liable to A.D. for incentive compensation pay pursuant to Paragraph 5 unless the right to such pay accrued prior to A.D. receiving notice of termination. FOUNDATION, in its sole discretion, may accelerate payments due to A.D.

Should the UNIVERSITY terminate this Agreement without cause, the UNIVERSITY may, at its sole option, reassign A.D. to other duties commensurate with his qualifications and experience, at the base salary provided in Paragraph 3 plus FOUNDATION compensation per Paragraph 4, all of which will be paid by Foundation for up to thirty-six months (36 months), upon agreement of A.D., which agreement shall not be unreasonably withheld. A.D.’s refusal of reasonable assignment shall be considered just cause for termination of this agreement.

The FOUNDATION's obligation to pay, solely from its athletics funds, thirty-six months' (36 months') salary pursuant to this section shall be subject to A.D.'s duty to mitigate his damages. A.D. 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 Agreement pursuant to Paragraph 11.A. If A.D. should obtain such new employment prior to the last installment payment of liquidated damages, A.D. shall notify President of such new employment. Any further obligation of FOUNDATION to A.D. shall be reduced by the amount of salary or payment from A.D.'s 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.

B. Termination by A.D.

Should A.D. accept employment as an athletic director at another college or university or accept employment elsewhere during the first year of the contract, A.D. shall pay the FOUNDATION, in lieu of all other legal remedies, liquidated or stipulated damages in the sum of Two Hundred Sixty-Five Thousand dollars (\$265,000) to be reduced by \$4,166.66 for each full month of service performed from November 1, 2022 through October 31, 2023. Should A.D. accept employment as an athletic director at another college or university or accept employment elsewhere during the second contract year, A.D. shall pay the FOUNDATION, in lieu of all other legal remedies, liquidated or stipulated damages in the sum of Two Hundred Twenty-Five Thousand dollars (\$225,000) to be reduced by \$4,166.66 for each full month of service performed from November 1, 2023 through October 31, 2024. Should A.D. accept employment as an athletic director at another college or university or accept employment elsewhere during the third contract year, A.D. shall pay the FOUNDATION, in lieu of all other legal remedies, liquidated or stipulated

damages in the sum of One Hundred Eighty-Five Thousand dollars (\$185,000) to be reduced by \$4,166.66 for each full month of service performed from November 1, 2024 through October 31, 2025. Should A.D. accept employment as an athletic director at another college or university or accept employment elsewhere during the fourth contract year, A.D. shall pay the FOUNDATION, in lieu of all other legal remedies, liquidated or stipulated damages in the sum of One Hundred Forty-Five Thousand dollars (\$145,000) to be reduced by \$4,166.66 for each full month of service performed from November 1, 2025 through October 31, 2026. Should A.D. accept employment as an athletic director at another college or university or accept employment elsewhere during the fifth contract year, A.D. shall pay the FOUNDATION, in lieu of all other legal remedies, liquidated or stipulated damages in the sum of One-Hundred, Five Thousand dollars (\$105,000) to be reduced by \$4,166.66 for each full month of service performed from November 1, 2026 through October 31, 2027.

As an exception to the buyout provisions contained above in Paragraph 12.B., if UNIVERSITY has a presidential change during the term of the Agreement, A.D. shall pay the FOUNDATION, in the sum of the lesser of (\$100,000.00) or one-half of the applicable buyout amount for the contract year exercised should he terminate his employment prior to the term of the Agreement. The exception in this section may only be exercised within twelve (12) months from the first day in office of a new president.

C. Termination of A.D. for Cause.

UNIVERSITY may terminate this Agreement for cause. Cause for this purpose shall mean any one or more of the following:

- 1) Neglect or inattention by A.D. to the duties of A.D., or A.D.'s refusal or unwillingness to perform such duties in good faith and to the best of A.D.'s abilities within ten (10)

days of receiving specific written notice of such neglect or inattention to the duties or refusal or unwillingness to perform such duties from the President of

LOUISIANA TECH UNIVERSITY; or

- 2) Willful and intentional insubordination, which is totally within the control of A.D., including but not limited to, failure to follow instructions from the President; or
 - 3) Willful failure to comply with Athletics Department policies and procedures; or
 - 4) Failure to fulfill the duties and responsibilities of A.D. as specified in this Agreement after written notice of ten (10) days to cure any failure to fulfill the duties and responsibilities of A.D. as specified in this agreement; or
 - 5) Material significant or repetitive violation or breach by A.D. of this Agreement; or
 - 6) Any conduct of an A.D. in violation of any criminal felony statute; or
 - 7) Failure by A.D. to respond accurately and fully within a reasonable time to any reasonable requests or inquiry relating to the performance of his duties hereunder or his prior employment at any other institution of higher learning propounded by the UNIVERSITY, NCAA, C-USA or other conference affiliation, or required by law, governing athletic rules, or UNIVERSITY regulations; or
 - 8) Counseling or instructing by A.D. of any coach, student, or other person to fail to respond accurately and fully within a reasonable time to any reasonable request or inquiry concerning a matter relevant to the athletics program of UNIVERSITY or other institution of higher education which shall be propounded by the UNIVERSITY, NCAA, C-USA or other conference affiliation, or which shall be required by law; or
 - 9) Soliciting, placing, or accepting by A.D. of a bet on any intercollegiate athletic contest;
- or

- 10) Participating in by A.D. of any illegal gambling, bookmaking or illegal betting involving any intercollegiate or professional athletic contest whether through a bookmaker, a parlay card, a pool, or any other method of organized gambling; or
- 11) Sale, use or possession by A.D. of any narcotics, drugs, controlled substances, steroids or other chemicals, the sale, use or possession of which is prohibited by law; or
- 12) A serious or intentional violation of any law or of any policy, rule, regulation, constitutional provision, policy or bylaw of the UNIVERSITY, the NCAA or the athletic conference of which the UNIVERSITY is a member, which violation may, in the sole judgment of the UNIVERSITY, reflect adversely upon the UNIVERSITY or its athletics program, including any violation which may result in the UNIVERSITY being sanctioned by the NCAA or the athletic conference of which the UNIVERSITY is a member, and including any violation which may have occurred during prior employment of A.D. at another NCAA member institution; or
- 13) If A.D. has knowingly permitted, by action or inaction, a significant, repetitive or deliberate violation of any law or of any policy, rule, regulation, constitutional provision, policy or bylaw of the UNIVERSITY, the NCAA or the athletic conference of which the UNIVERSITY is a member, by A.D. or a member of the athletic department staff, coaching staff or any other person under the A.D.'s supervision and direction, including student athletes, which violation may, in the sole and reasonable judgment of the UNIVERSITY, reflect adversely upon the UNIVERSITY or its athletics program, including any violation which may result in the UNIVERSITY being sanctioned by the NCAA or the conference of which the UNIVERSITY is a member;
or

- 14) Conduct of the A.D. which, in the sole reasonable judgment of the UNIVERSITY, is inconsistent with or is seriously prejudicial to the best interests of the UNIVERSITY or its athletics program; would tend to bring public disrespect, embarrassment, contempt, scandal, or ridicule on A.D. or UNIVERSITY; which otherwise fails to follow the moral and ethical standards reasonably expected of A.D. as a leading representative of the Department of Athletics and UNIVERSITY; which violates the UNIVERSITY's mission; or being charged or arrested for any crime involving theft, dishonesty, or moral turpitude.
- 15) Engaging in a consensual sexual relationship with any individual over whom he exercises direct or significant academic, administrative, supervisory, evaluative, counseling or extracurricular authority or influence.
- 16) Prolonged absence of 14 days or more from duty for reasons other than those protected by the Family and Medical Leave Act of 1993 without the consent of the President of the UNIVERSITY, such consent not to be unreasonably withheld; or
- 17) Any cause based on intentional conduct by A.D. adequate to sustain a for-cause termination of any other University employee including but not limited to any violation of the Louisiana Code of Governmental Ethics.
- 18) Any determined violation of Title IX of the Education Amendments of 1972 or failure to report a "known violation" as required in Article 10.
- 19) A.D. may be terminated at any time due to the financial circumstances in which the UNIVERSITY and/or the University of Louisiana System has a declaration of financial exigency. Such a termination can be based on consideration of budgetary restrictions, and priorities for maintenance of program and services.

Benefits and other remuneration incidental to employment cease upon termination.

The judgment as to whether the conduct of A.D. constitutes cause under this provision shall not be exercised arbitrarily or capriciously by the UNIVERSITY but such decision shall be in the UNIVERSITY'S sole judgment. In the event of such termination, A.D. will receive thirty (30) calendar day's notice of termination or thirty (30) calendar day's regular pay in lieu of such notice. All compensation, including salary benefits and other remuneration set forth in this Agreement incidental to A.D.'s employment, cease upon termination, other than compensation owed A.D. for services performed by A.D. prior to termination. FOUNDATION shall not be liable to A.D. for performance incentive pay pursuant to Paragraph 5 unless the right to such pay accrued prior to A.D. receiving notice of termination.

D. Disciplinary Action. The UNIVERSITY shall have the right to take disciplinary or corrective action, short of termination for cause, against A.D. for violation of any provision of this Agreement or for any reason which would allow termination for cause under the provisions of this Agreement. Such disciplinary action may include, but is not limited to reprimand or probation and shall not affect any other rights the UNIVERSITY has under this Agreement. In addition, A.D. shall be subject to disciplinary or corrective action by the NCAA or C-USA or other conference affiliation for any violation of NCAA or C-USA or other conference affiliation regulations, respectively. Such action by NCAA or C-USA or other conference affiliation shall not preclude or, in any manner, affect UNIVERSITY's right to take such other corrective or disciplinary action as it deems necessary or proper, including termination for cause.

E. Termination by Incapacity. In the event of the incapacity of A.D., this Agreement shall terminate as a termination with cause and all future obligations between the parties shall cease

unless otherwise required by law. Such incapacity shall be deemed to exist if A.D. is unable to perform the essential functions of his duties with or without reasonable accommodation.

F. Termination by Death. In the event of death of A.D., this Agreement shall terminate as a termination with cause and all future obligations between the parties shall cease unless otherwise required by law.

G. Concurrent Employment. A.D.'s role as an independent contractor with the FOUNDATION runs concurrently with his employment by the UNIVERSITY as A.D. Upon termination of employment, whether by A.D. or by UNIVERSITY for cause or without cause, FOUNDATION shall have no liability to A.D. except as set forth in Paragraph 11.

H. Approval of President for the University of Louisiana System. UNIVERSITY shall seek the approval of the President for the University of Louisiana System prior to terminating the employment of A.D. for reasons found in Paragraph 11.A. (Termination Without Cause), Paragraph 11.C. (Termination for Cause), or Paragraph 11.E. (Termination by Incapacity).

I. Waiver of Claims. The financial consequences of termination of this Agreement are exclusively set forth herein. Therefore, with the sole exception of payments required by this Agreement, in any instance of termination for cause or without cause, effected in accordance with the procedures established in this Agreement, neither A.D. nor the UNIVERSITY or the FOUNDATION shall be entitled to receive, and each hereby waives any claim against the other, and their respective officers, directors, agents, employees, successors, and personal representatives for consequential damages by reason of any alleged economic loss, including without limitation loss of collateral income, deferred income, loss of earning capacity, loss of business opportunity, loss of perquisites, loss of fees from speech, or other outside activity, or expectation income, or damages allegedly sustained by reason of alleged humiliation or defamation resulting from the fact

of termination, the public announcement thereof, or the release by the UNIVERSITY, FOUNDATION, or A.D. of information or documents required by law. A.D. acknowledges that in the event of termination of this Agreement for cause, without cause or otherwise, A.D. shall have no right to occupy the position of Director of Athletics of LOUISIANA TECH UNIVERSITY and that his sole remedies are provided herein and shall not extend to injunctive relief. A.D. further acknowledges that he has no expectation of the granting of tenure by UNIVERSITY.

Additionally, the UNIVERSITY and/or the FOUNDATION at the sole discretion of the UNIVERSITY and/or the FOUNDATION, shall have the right at any time during the term of this Agreement to take out key man insurance or other insurance on the life of A.D. A.D. shall fully cooperate in the underwriting and issuance of any such insurance.

12. **Furloughs.** Notwithstanding any other provision of this Agreement, if the Board of Supervisors for the University of Louisiana System and/or the President of the UNIVERSITY implements a mandatory furlough program, requiring Athletic Department employees to take a certain number of days of unpaid annual leave, during any contract year during the Term, A.D. understands and agrees that A.D. shall not receive any compensation from UNIVERSITY or FOUNDATION, including, but not limited to, base salary, appearance fees, etc., during such furlough period.

13. **Entire Agreement.** This Agreement embodies the complete agreement concerning the employment of A.D. by the UNIVERSITY, with the concurrence of the FOUNDATION, and shall, upon the effective date hereof, supersede any other oral and written agreements between the parties. The parties agree that neither of them has made any representations with respect to the subject matter of this Agreement or any representations, including the execution and delivery hereof, except as are specifically set forth herein and each of the parties hereto acknowledges that

each has relied solely on his and its own judgment in entering into this agreement with full opportunity to seek advice of competent counsel.

14. **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.

15. **Amendments to Agreement**. This Agreement may be amended at any time only by a written instrument duly approved by the UNIVERSITY through its designated representatives and accepted by A.D., such approval and acceptance to be acknowledged in writing, and such Agreement being subject to approval of the Board of Supervisors of the University of Louisiana System.

16. **No Waiver of Default**. No waiver by the parties hereto of any default or breach of any covenant, term or condition of this Agreement shall be deemed to be a waiver of any other default or breach of the same or any other covenant, term or condition contained herein.

17. **Governing Laws and Venue**. This Agreement shall be enforced and construed in accordance with the laws of Louisiana and venue and jurisdiction shall be exclusive to the 3rd Judicial District of Louisiana.

18. **Board of Supervisors Approval**. A.D.'s employment and the terms of this Agreement are subject to approval of the Board of Supervisors for the University of Louisiana System.

19. **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 A.D., any notice to the UNIVERSITY shall be sent to:

Leslie K. Guice, President
Louisiana Tech University
P. O. Box 3168
Ruston, LA 71272

With copy to:
Lisa Bradley
Louisiana Tech University Foundation
P. O. Box 3183
Ruston, LA 71272

Board President
Louisiana Tech University Foundation
P.O. Box 3183
Ruston, LA 71270

Unless hereinafter changed by written notice to the UNIVERSITY, any notice to A.D. shall be sent to:

Eric A. Wood

SIGNATURE PAGE TO FOLLOW

SIGNATURE PAGE

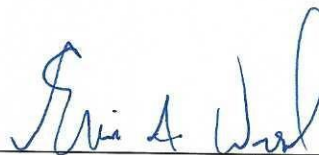
**CONTRACT OF EMPLOYMENT - EXTENSION:
VICE PRESIDENT AND DIRECTOR OF ATHLETICS**

IN WITNESS WHEREOF, the parties hereto have executed this Contract of Employment on the day, month and year first above written.

LOUISIANA TECH UNIVERSITY



LESLIE K. GUICE
PRESIDENT



ERIC A. WOOD
VICE PRESIDENT AND DIRECTOR
OF ATHLETICS

LOUISIANA TECH UNIVERSITY FOUNDATION, INC.



LISA BRADLEY
INTERIM VICE PRESIDENT FOR UNIVERSITY ADVANCEMENT

ANNE K. SAMUELS
PRESIDENT, BOARD OF DIRECTORS

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

JAMES HENDERSON
PRESIDENT
UNIVERSITY OF LOUISIANA SYSTEM

SIGNATURE PAGE

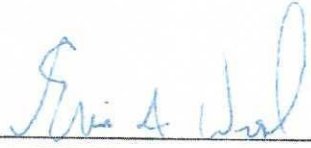
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LOUISIANA TECH UNIVERSITY



LESLIE K. GUICE
PRESIDENT




ERIC A. WOOD
VICE PRESIDENT AND DIRECTOR
OF ATHLETICS

LOUISIANA TECH UNIVERSITY FOUNDATION, INC.



LISA BRADLEY
INTERIM VICE PRESIDENT FOR UNIVERSITY ADVANCEMENT



ANNE K. SAMUELS
PRESIDENT, BOARD OF DIRECTORS

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

JAMES HENDERSON
PRESIDENT
UNIVERSITY OF LOUISIANA SYSTEM

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

ATHLETIC COMMITTEE

June 22, 2023

Item G.3. **McNeese State University's** request for approval of a contract with Ms. Gabrielle Moore, Head Women's Tennis Coach, effective July 1, 2023.

EXECUTIVE SUMMARY

Under this agreement, through June 30, 2026, Coach will earn \$56,000, to be paid in monthly installments. The salary shall be comprised of a McNeese State University base salary of \$37,180 and the remaining portion as a premium benefit to be paid by the McNeese State University Foundation. The University may permit additional (non-recurring) supplemental pay to Coach for team participation in post-season events in accordance and as stipulated by the University policy titled Bonuses for Specific and Extraordinary Achievement and as allowed by NCAA bylaws.

Coach shall have the opportunity to earn Bonus Compensation paid to the Coach through the University's normal payroll process by the McNeese State University Foundation.

Tennis Incentives:

\$1,000 – Regular Season Championship

\$1,000 – Conference Tournament Championship

\$500 – Conference Coach of The Year

Academic Incentives:

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

If the University terminates the agreement without cause, Coach shall be entitled to the remaining base salary she would have earned from the date of termination to the contract end date. The University shall pay the amount due through June 30 of the fiscal year of termination, and the McNeese State University Foundation shall pay the remaining amount.

In the event Coach terminates this contract without cause to accept a position as a head or assistant tennis coach at a different Division I University, Coach shall be liable for the following:

- If Coach terminates the contract between July 1, 2023 and June 30, 2025, Coach or third party shall pay University \$10,000.
- If Coach terminates the contract between January 1, 2025 and June 30, 2026, Coach or third party shall pay University \$5,000.

RECOMMENDATION

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves McNeese State University's request for approval of a contract with Ms. Gabrielle Moore, Head Women's Tennis Coach, effective July 1, 2023.*



June 1, 2023

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

Dear Dr. Henderson:

McNeese State University requests approval of a contractual agreement with Ms. Gabrielle Moore, Head Women's Tennis Coach effective July 1, 2023.

Please place this item on the ULS Board of Supervisors' agenda for consideration and approval at the June 22, 2023 meeting.

Thank you for your attention in this matter.

Sincerely,

A handwritten signature in blue ink, appearing to read "DVB", written over a light blue horizontal line.

Dr. Daryl V. Burckel
President

Attachments

McNEESE STATE UNIVERSITY

HEAD WOMEN'S TENNIS COACH CONTRACT OF EMPLOYMENT

STATE OF LOUISIANA

PARISH OF CALCASIEU

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

1.0 Employment

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

2.0 Term

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

3.0 Compensation

- 3.1 In consideration of COACH'S services and satisfactory performance, McNeese State University shall pay COACH a base annual (12-month) salary in the amount below:
\$56,000
- 3.2 The above mentioned salary shall be comprised of a McNeese State University base salary of \$37,180 and the remaining portion as a premium benefit to be paid by the McNeese State University Foundation. The funds shall be transferred from the foundation to the University and paid to the COACH through the University's normal payroll process. The Foundation is also responsible for any increased related benefit payments or costs associated with the annual premium benefit and the Foundation shall pay McNeese State University such payments or costs upon demand by McNeese State University.
- 3.3 The University does not guarantee amounts due under this contract beyond the current year of performance. Should the contract be terminated for any reason, amounts due shall be determined in accordance with section 13 of this contract.
- 3.4 The University may permit additional (non-recurring) supplemental pay to COACH for specific and extraordinary achievement in accordance and as stipulated by the University policy as allowed by NCAA Division I bylaw 11.3.2.3.
- 3.5 In this appointment, in accordance with ULS Policy Number FS.111.XXI.-1, COACH will not accrue Compensatory Leave and COACH will be exempt from taking leave when the University is officially closed at holiday breaks.

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

3.7 During the Term, COACH shall have the opportunity to earn Bonus Compensation as follows:

Tennis Incentives:

\$1,000 – Regular Season Championship

\$1,000 – Conference Tournament Championship

\$500 – Conference Coach of The Year

Academic Incentives:

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

All Bonus Compensation for Tennis Incentives shall be paid on the last University payroll date of June, in the same calendar year following the events for which the Bonus Compensation for Tennis Incentives is earned. The funds for the bonus compensation will come from the McNeese State University Foundation.

4.0 Contracts for Broadcast and/or Telecast

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

5.0 Camps and Clinics

- 5.1 COACH may operate a camp for the teaching of athletic pursuits on the University property to the end of better utilization of the facilities and with suitable compensation paid to the University for the use of such facilities. The use of University facilities will be determined by the availability of those facilities as established by the University. COACH must adhere to the Policy for Use of Campus Facilities.
- 5.2 It is specifically agreed that in the operation of such camps, COACH acts for himself/herself in his/her private capacity and not as an agent or employee of the University and that this contract constitutes merely a license to use the property and facilities subject to the conditions hereafter stated:
- (a) Special setups or changes in original setup of facilities will be taken care of by the COACH with no cost to the University.

- (b) The COACH agrees to pay the University all out-of-pocket costs incurred by the University in making the facilities available for the camps.
- (c) The COACH agrees to secure a policy of insurance in a company approved by the University's Risk Management Office under which the Board of Supervisors of the University of Louisiana System, the University, its agents and servants, are named as the insured (or as an additional insured) which provides:
 - 1. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage if COACH hires any employees to work at such camps or clinics;
 - 2. Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage;
 - 3. Other Insurance Requirements: provided in the Policy for Use of Campus Facilities.
- (d) Annual leave must be requested to cover the dates of the camp operation for all University personnel involved.
- (e) Complete records will be maintained regarding income and expenditures associated with said camp and available for verification by University auditors.
- (f) The COACH agrees to protect, indemnify and save harmless the University from and against any and all expenses, damages, claims, suits, actions, judgments, and costs whatsoever, including reasonable attorney's fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death during the operation of said camp activities.
- (g) The COACH is an independent contractor during said camp activities and, as such, is licensed to use certain facilities of the University. The COACH, as a University employee, will undertake to observe and require campers and its staff to conform to the general rules applicable to the use of University facilities. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.
- (h) The Director of Intercollegiate Athletics will be the administrative officer of the University who will be advised by the COACH of any problems or questions which may arise out of the operation of summer camps.

6.0 Courtesy / Leased Vehicle Benefit

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

7.0 Employee Benefits

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

8.0 Outside Income and/or Benefits

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

organization, or other entity; and (3) participation in athletic camps outside of those offered by Employer (see Bylaw 11.2.2.).

9.0 Apparel, Equipment Endorsements

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

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

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

11.0 Compliance with Local, State and Federal Laws

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

12.0 Women's Tennis Staff and Scheduling

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

13.0 Termination

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

including salary, benefits and other remuneration incidental to employment, cease upon termination. The judgment as to whether the conduct of COACH constitutes cause under this provision shall not be exercised arbitrarily, capriciously or in a discriminatory manner by the University. No damages or other amounts than are specified in this section 13.2 shall be due if termination is for just cause.

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

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

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

- If COACH terminates the contract between July 1, 2023 and June 30, 2025, University shall be entitled to receive \$10,000, from COACH or from third party.
- If COACH terminates the contract between July 1, 2025 and June 30, 2026, University shall be entitled to receive \$5,000 from COACH or from third party.

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

The University may terminate this Agreement for cause pursuant to the for-cause-termination provisions of this Agreement for any determined violation by COACH for failure to report a Known Violation of: Title IX of the Education Amendments of 1972; the University's Sexual Misconduct Policy; or the University of Louisiana System's Sexual Misconduct Policy.

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

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

14.0 Fundraising

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

15.0 Severability

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

16.0 Force Majeure

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


17.0 Previous Agreements

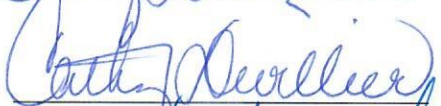
17.1 This employment contract shall supersede and replace any and all previous employment contracts that may have been entered between the parties to this agreement.

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

WITNESSES:

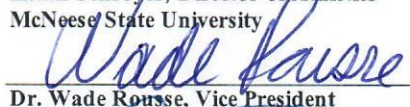


 Date 5/22/2023
Gabrielle Moore, Head Women's Tennis Coach
McNeese State University




 Date 5/15/23
Heath Schroyer, Director of Athletics
McNeese State University



 Date 5-19-23
Dr. Wade Rousse, Vice President
McNeese Foundation



 Date 5.30.23
Dr. Daryl V. Burckel, President
McNeese State University

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

SECRETARY – Board of Supervisors

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

ATHLETIC COMMITTEE

June 22, 2023

Item G.4. **McNeese State University's** request for approval of a contract with Mr. Heath Schroyer, Director of Athletics, effective July 1, 2023.

EXECUTIVE SUMMARY

Under the proposed five-year agreement effective through June 30, 2028, the Director's salary for each year is \$235,000. During the time of employment as Director, he will have the opportunity to receive the following earned salary supplements/incentives. The supplements/incentives shall be subject to all mandatory withholdings and are inclusive of employer matches for retirement and Medicare payments. The supplements/incentives shall be funded by the McNeese State University Foundation, but only with funds available through Department of Athletics restricted accounts and paid through University payroll. The potential supplements/incentives are as follows:

Performance Incentives:

- \$500 – Regular Season Championship (All Sports)
- \$2,000 – Conference Tournament Championship/NCAA Team Tournament Birth (All Sports)
- \$2,000 – NCAA Regional Championship (Baseball, Softball)
- \$10,000 – NCAA Men's Basketball Tournament Win (each win)
- \$4,000 – NCAA Football Playoff Win (each win)
- \$10,000 – NCAA National Championship (All Sports)
- \$50,000 – Successfully navigate McNeese Athletics to a conference, which participates in Football Bowl Series (FBS).

Academic Incentives:

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

Fundraising Incentives Thresholds: For monies raised, which includes Name, Image, and Likeness, Corporate Sponsorship (net of fulfillment fees), and all other McNeese Athletic Foundation fundraising activities:

- \$10,000 – \$1.2 million to \$1.4 million
- \$15,000 – \$1.4 million to \$1.6 million
- \$20,000 – \$1.6 million to \$2.0 million
- \$25,000 – Over \$2.0 million

In the event the University terminates the contract without cause, University shall pay to Director a lump sum equal to all remaining Base Salary compensation (including the University Foundation Premium) that would have been due to Director under the agreement had Director remained employed by University from the date of termination through the end of the term (excluding any unexercised option periods). The parties agree that any amounts due beyond the current fiscal year shall be funded solely by the McNeese State University Foundation athletic related accounts.

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

- If Director terminates the contract between July 1, 2023 and June 30, 2027, University shall be entitled to receive \$50,000, from Director or from third party.
- If Director terminates the contract between July 1, 2027 and June 30, 2028, there will be no liquidated or other similar damages owed by Director or any third party.

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves McNeese State University's request for approval of a contract with Mr. Heath Schroyer, Director of Athletics, effective July 1, 2023.*



June 1, 2023

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

Dear Dr. Henderson:

McNeese State University requests approval of a contractual agreement with Mr. Heath Schroyer, Director of Athletics effective July 1, 2023.

Please place this item on the ULS Board of Supervisors' agenda for consideration and approval at the June 22, 2023 meeting.

Thank you for your attention in this matter.

Sincerely,

A handwritten signature in blue ink, appearing to read "D. Burckel", with a long horizontal flourish extending to the right.

Dr. Daryl V. Burckel
President

Attachments

McNEESE STATE UNIVERSITY

DIRECTOR OF ATHLETICS CONTRACT OF EMPLOYMENT

STATE OF LOUISIANA

PARISH OF CALCASIEU

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

1.0 Employment

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

2.0 Term

- 2.1 The term of this contract is for a fixed period of sixty (60) months, commencing on the **1st day of July 2023**, and terminating without further notice to DIRECTOR on the **30th day of June 2028**.
- 2.2 After June 30, 2028, this contract is renewable solely upon an offer from McNeese State University and an acceptance by DIRECTOR, both of which must be in writing, signed by the parties, and approved by the ULS Board. This contract in no way grants DIRECTOR a claim to tenure in employment, nor shall DIRECTOR'S service pursuant to this contract count in any way toward tenure at McNeese State University.
- 2.3 This contract may be amended or extended at any time during the period of this contract only in writing and with mutual written agreement of all parties, and approved by the ULS Board.

3.0 Compensation

- 3.1 In consideration of DIRECTOR'S services and satisfactory performance and subject to section 2.1 together with all the provisions of this agreement, McNeese State University shall pay DIRECTOR a base annual (12-month) salary in the amount of **TWO HUNDRED THIRTY-FIVE THOUSAND DOLLARS (\$235,000)**, payable on a monthly basis and subject to all deductions as required by law.
- 3.2 The University does not guarantee amounts due under this contract beyond any particular current twelve (12) month period of performance as described in this agreement. Should the contract be terminated for any reason, amounts due shall be determined in accordance with section 10 of this contract.
- 3.3 The University may permit additional (non-recurring) supplemental pay to DIRECTOR for specific and extraordinary achievement in accordance and as stipulated by section 3.6 below and as allowed by NCAA Division I bylaw 11.3.2.3.
- 3.4 In this appointment, in accordance with ULS Policy Number FS.111.XXI.-1, DIRECTOR will not accrue Compensatory Leave and DIRECTOR will be exempt from taking leave when the University is officially closed at holiday breaks.
- 3.5 DIRECTOR may be eligible for ULS Board approved cost of living or merit pay increases in addition to the stated base salary. DIRECTOR is also to be granted pay adjustment in the same manner and according to economic circumstances that affect all employees in the unclassified state service.

- 3.6 During the Term, DIRECTOR and Associated Sport Administrator(s) shall have the opportunity to earn Bonus Compensation paid to the DIRECTOR and Staff through the University's normal payroll process. The McNeese State University Foundation is also responsible for increased related benefit payments associated with the supplement.

Performance Incentives:

- \$500 – Regular Season Championship (All Sports)
- \$2000 – Conference Tournament Championship / NCAA Team Tournament Birth (All Sports)
- \$2,000 – NCAA Regional Championship (Baseball, Softball)
- \$10,000 – NCAA Men's Basketball Tournament Win (each win)
- \$4,000 – NCAA Football Playoff Win (each win)
- \$10,000 – NCAA National Championship (All Sports)
- \$50,000 – Successfully navigate McNeese Athletics to a conference, which participates in Football Bowl Series (FBS).

Academic Incentives:

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

Fundraising Incentives Thresholds: (For monies raised, which includes Name, Image, and Likeness, Corporate Sponsorship (net of fulfillment fees), and all other McNeese Athletic Foundation fundraising activities:

- \$10,000 – \$1.2million to \$1.4million
- \$15,000 – \$1.4million to \$1.6million
- \$20,000 – \$1.6million to \$2.0million
- \$25,000 – Over \$2.0million

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

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

4.0 Courtesy / Leased Vehicle Benefit

- 4.1 The DIRECTOR 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 DIRECTOR shall be responsible for all applicable taxes. The University has no obligation to furnish a vehicle to DIRECTOR. The arrangements for a vehicle may be made by the DIRECTOR.
- 4.2 Insurance on any courtesy / leased vehicle must be paid for by the dealership, the DIRECTOR, or some other arrangement agreed to by the University.
- 4.3 The DIRECTOR may be reimbursed for miles driving the courtesy / leased vehicle on school-sponsored business as authorized and approved following the University of Louisiana System Athletic Travel Policy No. IA-V.(2a).

5.0 Employee Benefits

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

6.0 Outside Income and/or Benefits

- 6.1 With approval from the PRESIDENT and in accordance with University and ULS Board policies, DIRECTOR shall be authorized to earn other revenue while employed by the University, but such activities are independent of his/her University employment, and the University shall have no responsibility for any claims arising there from. DIRECTOR shall be entitled to retain revenue generated from his/her operation of **ATHLETIC** camps and/or **ATHLETIC** clinics in accordance with University policy relating to camps or clinics conducted by Athletic Department personnel. All outside income will be subject to approval in accordance with the ULS Board policies (Adopted 2/24/95 or as amended). DIRECTOR shall report annually in writing to President all athletically-related income, revenue, and/or benefits DIRECTOR receives from sources outside University, and DIRECTOR shall abide by all NCAA regulations regarding outside compensation. Examples of outside income include, without limitation, income or benefits from (1) Endorsement or consultation contracts with apparel companies, equipment manufacturers, or television or radio programs; (2) ownership, control, or management of a foundation, organization, or other entity; and (3) participation in

athletic camps outside of those offered by the University. All outside compensation must also comply with the Louisiana Code of Governmental Ethics.

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

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

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

9.0 Compliance with Local, State and Federal Laws

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

10.0 Termination

- 10.1 Either party may terminate this agreement without just cause prior to the expiration of its terms by giving five (5) days written notice to the other party. Prior to termination of DIRECTOR, the University will obtain approval from the President of the University of Louisiana System.
- 10.2 DIRECTOR may be terminated by the EXECUTIVE VICE PRESIDENT at any time for violation or gross disregard of state or federal laws (excluding minor offenses or those punishable by citation), or deliberate and serious violations of NCAA, conference, or university rules, regulations, policies or procedures, or engaging in conduct, which is clearly contrary to the character and responsibilities of a person occupying the position of **DIRECTOR OF ATHLETICS** or which substantially negatively or substantially adversely affects the reputation of the University or McNeese State University athletics or for any violation of this contract; provided, however, prior to termination, University shall meet with DIRECTOR to notify him of alleged offending behavior under this clause, following which DIRECTOR will have fourteen (14) days to cure alleged offending behavior or violation. University shall provide a good faith opportunity for DIRECTOR to cure alleged behavior or violation. In the event of such termination, DIRECTOR will receive thirty (30) calendar days' notice of termination or thirty (30) calendar day's regular pay in lieu of such notice. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination. The judgment as to whether the conduct of DIRECTOR constitutes cause under this provision shall not be exercised arbitrarily, capriciously or in a discriminatory manner by the University. No damages or other amounts shall be due if termination is for just cause.
- 10.3 The University may at any time, and in its sole discretion, terminate the employment of DIRECTOR for any reason.

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

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

- If DIRECTOR terminates the contract between July 1, 2023 and June 30, 2027, University shall be entitled to receive FIFTY THOUSAND DOLLARS (\$50,000), from DIRECTOR or from third party.
- If DIRECTOR terminates the contract between July 1, 2027 and June 30, 2028, there will be no liquidated or other similar damages owed by DIRECTOR or any other person or entity.

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

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

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

11.0 Fundraising

11.1 All fundraising activities by DIRECTOR must be coordinated with the EXECUTIVE VICE PRESIDENT to ensure that such activities are in line with the mission of the department and in compliance with University policies.

12.0 Severability

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

13.0 Force Majeure

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

14.0 Previous Agreements

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

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

WITNESSES:

[Signature]

[Signature] Date 5/15/23

Heath Schroyer, Director of Athletics
McNeese State University

[Signature]

[Signature] Date 5-15-23

Dr. Wade Rouse, Executive Vice President
McNeese Foundation

[Signature]

[Signature] Date 5-15-23

Dr. Daryl V. Burckel, President
McNeese State University

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

_____, 20_____.

SECRETARY – Board of Supervisors

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

ATHLETIC COMMITTEE

June 22, 2023

Item G.5. **McNeese State University's** request for approval of a contract with Ms. Sasha Karelov, Director of Volleyball/Head Indoor Volleyball Coach, effective July 1, 2023.

EXECUTIVE SUMMARY

Under this agreement, through December 31, 2025, Coach will earn \$60,000, to be paid in monthly installments. University may permit additional (non-recurring) supplemental pay to Coach for team participation in post-season events in accordance and as stipulated by the University policy titled Bonuses for Specific and Extraordinary Achievement and as allowed by NCAA bylaws.

Coach shall have the opportunity to earn Bonus Compensation paid to the Coach through the University's normal payroll process by the McNeese State University Foundation.

Volleyball Incentives:

\$1,500 – Coach of the Year

\$2,500 – Regular Season Championship

\$2,500 – Conference Tournament Championship

\$5,000 – Each NCAA Tournament Win

Academic Incentives:

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

If the University terminates the agreement without cause, Coach shall be entitled to the remaining base salary she would have earned from the date of termination to the contract end date. The University shall pay the amount due through June 30 of the fiscal year of termination, and the McNeese State University Foundation shall pay the remaining amount.

In the event Coach terminates this contract without cause to accept a position as a head or assistant volleyball coach at a different Division I University, Coach shall be liable for the following:

- If Coach terminates the contract between July 1, 2023 and December 31, 2023, Coach shall pay University 75% of the sum total of the base salary and any pay increases.
- If Coach terminates the contract between January 1, 2024 and December 31, 2024, Coach shall pay University 50% of the sum total of the base salary and any pay increases.
- If Coach terminates the contract between January 1, 2025 and the official end of the volleyball season, including post season play, Coach shall pay University 25% of the sum total of the base salary and any pay increases.

RECOMMENDATION

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves McNeese State University's request for approval of a contract with Ms. Sasha Karelov, Director of Volleyball/Head Women's Indoor Volleyball Coach, effective July 1, 2023.*



June 1, 2023

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

Dear Dr. Henderson:

McNeese State University requests approval of a contractual agreement with Ms. Sasha Karelov, Director of Volleyball/Head Indoor Volleyball Coach effective July 1, 2023.

Please place this item on the ULS Board of Supervisors' agenda for consideration and approval at the June 22, 2023 meeting.

Thank you for your attention in this matter.

Sincerely,

A handwritten signature in blue ink, appearing to read "DVB", written over a faint circular stamp.

Dr. Daryl V. Burckel
President

Attachments

McNEESE STATE UNIVERSITY

HEAD VOLLEYBALL COACH CONTRACT OF EMPLOYMENT

STATE OF LOUISIANA

PARISH OF CALCASIEU

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

1.0 Employment

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

2.0 Term

- 2.1 The term of this contract is for a fixed period of thirty-six (36) months, commencing on the **1st day of July 2023**, and terminating without further notice to COACH on the **31st day of December 2025**.
- 2.2 This contract is renewable solely upon an offer from McNeese State University and an acceptance by COACH, both of which must be in writing, signed by the parties, and approved by the Board. This contract in no way grants COACH a claim to tenure in employment, nor shall COACH'S service pursuant to this contract count in any way toward tenure at McNeese State University.
- 2.3 This contract may be amended or extended at any time during the period of this contract by mutual agreement of all parties.

3.0 Compensation

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

July 1, 2023 to December 31, 2025 -- \$60,000

- 3.2 The above mentioned salary shall be comprised of a McNeese State University base salary of \$55,000 and the remaining portion as a premium benefit to be paid by the McNeese State University Foundation. The funds shall be transferred from the foundation to the University and paid to the COACH through the University's normal payroll process. The Foundation is also responsible for any increased related benefit payments or cost associated with the annual premium and the Foundation shall pay McNeese State University such payments or costs upon demand by McNeese State University.
- 3.3 The University does not guarantee amounts due under this contract beyond the current year of performance. Should the contract be terminated for any reason, amounts due shall be determined in accordance with **section 13** of this contract.
- 3.4 The University may permit additional (non-recurring) supplemental pay to COACH for specific and extraordinary achievement in accordance and as stipulated by the University policy and as allowed by NCAA Division I bylaw 11.3.2.3.

3.5 In this appointment, in accordance with ULS Policy Number FS.111.XXI.-1, COACH will not accrue Compensatory Leave and COACH will be exempt from taking leave when the University is officially closed at holiday breaks.

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

3.7 During the Term, COACH shall have the opportunity to earn Bonus Compensation paid to the COACH through the University's normal payroll process. The McNeese State University Foundation is responsible for payment of bonus incentives and related benefit payments associated with the supplement.

VOLLEYBALL Incentives:

\$1,500 – Coach of the Year

\$2,500 – Regular Season Championship

\$2,500 – Conference Tournament Championship

\$5,000 – Each NCAA Tournament Win

Academic Incentives:

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

4.0 Contracts for Broadcast and/or Telecast

4.1 COACH may host a radio or television show to promote the McNeese State University **VOLLEYBALL** Team, with approval from the Athletic Director and Sport Supervisor.

4.2 It is specifically agreed that in the filming or producing of such shows, COACH acts for himself/herself in his/her private capacity and not as an agent or employee of the University and that this contract constitutes merely a license to use the property and facilities subject to the conditions hereafter stated:

- (a) The COACH agrees to pay the University all out-of-pocket costs incurred by the University in the filming or production of the show.
- (b) Long distance phone calls, University supplies, printing, postage, University vehicles, etc., will be utilized on a complete University cost recovery basis.
- (c) Complete records will be maintained regarding income and expenditures associated with said show and available for verification by University auditors.
- (d) The COACH agrees to protect, indemnify and save harmless the University from and against any and all expenses, damages, claims, suits, actions, judgments, and costs whatsoever, including reasonable attorney's fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death resulting from said show.
- (e) The COACH is an independent contractor during said radio or television activities and, as a University employee, will undertake to observe all general rules and policies of the University. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.
- (f) The Director of Intercollegiate Athletics will be the administrative officer of the University who will be advised by the COACH of any problems or questions which may arise out of the radio or television show.

4.3 Any compensation received by COACH for the participation in the radio or television show shall be solely for the benefit of COACH and not the University, except for reimbursements as otherwise provided for herein and in accordance with University policy relating to camps or clinics conducted by Athletic Department personnel.

5.0 Camps and Clinics

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

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

- (a) Special set-ups or changes in original set-up of facilities will be taken care of by the COACH with no cost to the University.
- (b) The COACH agrees to pay the University all out-of-pocket costs incurred by the University in making the facilities available for the camps.

- (c) The COACH agrees to secure a policy of insurance in a company approved by the University's Risk Management Office under which the Board of Supervisors of the University of Louisiana System, the University, its agents and servants, are named as the insured (or as an additional insured) which provides:
 - 1. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage if COACH hires any employees to work at such camps or clinics;
 - 2. Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage;
 - 3. Other Insurance Requirements: provided in the Policy for Use of Campus Facilities.
- (d) Annual leave must be requested to cover the dates of the camp operation for all University personnel involved.
- (e) Complete records will be maintained regarding income and expenditures associated with said camp and available for verification by University auditors.
- (f) The COACH agrees to protect, indemnify and save harmless the University from and against any and all expenses, damages, claims, suits, actions, judgments, and costs whatsoever, including reasonable attorney's fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death during the operation of said camp activities.
- (g) The COACH is an independent contractor during said camp activities and, as such, is licensed to use certain facilities of the University. The COACH, as a University employee, will undertake to observe and require campers and its staff to conform to the general rules applicable to the use of University facilities. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.
- (h) The Director of Intercollegiate Athletics will be the administrative officer of the University who will be advised by the COACH of any problems or questions which may arise out of the operation of summer camps.

6.0 Courtesy / Leased Vehicle Benefit

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

7.0 Employee Benefits

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

8.0 Outside Income and/or Benefits

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

9.0 Apparel, Equipment Endorsements

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

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

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

11.0 Compliance with Local, State and Federal Laws

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

12.0 Staff and Scheduling

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

13.0 Termination

- 13.1 Either party may terminate this agreement without just cause prior to the expiration of its terms by giving five (5) days written notice to the other party. Prior to termination of COACH, the University will obtain approval from the President of the University of Louisiana System.
- 13.2 COACH may be terminated by the Athletic Director at any time for violation or gross disregard of state or federal laws (excluding minor offenses or those punishable by citation), or deliberate and serious violations of NCAA, conference, or university rules, regulations, policies or procedures, or engaging in conduct, which is clearly contrary to the character and responsibilities of a person occupying the position of **HEAD VOLLEYBALL COACH** or which substantially negatively or substantially adversely affects the reputation of the University or McNeese State University athletics or for any violation of this contract; provided, however, prior to termination, University shall meet with COACH to notify him of alleged offending behavior under this clause, following which COACH will have fourteen (14) days to cure alleged offending behavior or violation. University shall provide a good faith opportunity for COACH to cure alleged behavior or violation. In the event of such termination, COACH will receive thirty (30) calendar days notice of termination or thirty (30) calendar day's regular pay in lieu of such notice. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination. The judgment as to whether the conduct of COACH constitutes cause under this provision shall not be exercised arbitrarily, capriciously or in a discriminatory manner by the University. No damages or other amounts than are specified in this section 14.2 shall be due if termination is for just cause.
- 13.3 The University may at any time, and in its sole discretion, terminate the employment of COACH for any reason.

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

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

- If COACH terminates the contract between **JULY 1, 2023 and December 31, 2023**, University shall be entitled to receive **75% of base salary**, from COACH or from third party.
- If COACH terminates the contract between **JANUARY 1, 2024 and December 31, 2024**, University shall be entitled to receive **50% of base salary**, from COACH or from third party.
- If COACH terminates the contract between **JANUARY 1, 2025 and December 31, 2025**, University shall be entitled to receive **25% of base salary**, from COACH or from third party.
- Coach will not seek or apply for any other positions without prior notice to the Athletic Director or Sport Administrator.

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

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

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

14.0 Fundraising

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

15.0 Severability

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

16.0 Force Majeure

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

17.0 Previous Agreements

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

18.0 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 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.

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

WITNESSES:

		Date <u>5/17/23</u>
	SASHA KARELOV, Head Volleyball Coach McNeese State University	
		Date <u>5/15/23</u>
	Heath Schroyer, Director of Athletics McNeese State University	
		Date <u>5-15-23</u>
	Dr. Wade Rouse, Vice President McNeese Foundation	
		Date <u>5.30.23</u>
	Dr. Daryl V. Burckel, President McNeese State University	

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

SECRETARY – Board of Supervisors

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

ATHLETIC COMMITTEE

June 22, 2023

Item G.6. **Nicholls State University's** request for approval of a contract with Mr. Tevon Saddler, Head Men's Basketball Coach, effective May 1, 2023.

EXECUTIVE SUMMARY

Under the proposed new agreement, effective through March 30, 2028, Coach's annual salary is \$155,800 per year. The base salary funded by the University is \$140,800 and \$15,000 funded by the Colonel Athletic Association (CAA). During the time of employment, Coach will have the opportunity to receive the following earned salary supplements/incentives, funded by the CAA:

- \$5,000 – Regular Season Conference Championship
- \$10,000 – Southland Conference Tournament Championship (in a year where Coach wins regular season and tournament championship, only the tournament championship incentive would apply)
- \$2,500 – Conference “Coach of the Year” honors as determined by the Southland Conference
- \$5,000 – Per victory in the NCAA Tournament
- \$2,500 – National Invitation Tournament (NIT) appearance
- \$1,000 – Per victory in the NIT
- \$1,500 – CollegeInsider.com Tournament (CIT) or College Basketball Invitational (CBI) Tournament Appearance
- \$1,500 – Twenty-win season
- \$5,000 – Per victory against a guarantee game opponent (only applies if Coach secures at least \$450,000 in guarantee game revenues, in accordance with Section 12.1 of this Agreement)
- \$5,000 – Per victory against a team that is ranked in the top 25 of either the Associated Press or Coaches National Poll at the time the game is played (does not apply if opponent is a guarantee game opponent)
- \$500 – Any contract year in which the men's basketball team's cumulative GPA is 3.0 or greater, provided that Coach has served as Head Coach throughout the entirety of the academic year
- \$1,000 – Any contract year in which the men's basketball team's NCAA multiyear APR (Academic Performance Rate) is 980 or above, provided that Coach has served as Head Coach throughout the entirety of the academic year

- \$500 – Any contract year in which the men’s basketball team’s GSR (Graduation Success Rate) is 70% or above, provided that Coach has served as Head Coach throughout the entirety of the academic year
- Coach is also eligible to participate and receive incentives as outlined in the Nicholls State University Athletics Incentives for Head Coaches policy.

In the event University terminates the contract without cause, Coach is entitled to the following:

- Year 1 of the contract: \$320,000
- Year 2 of the contract: \$320,000
- Year 3 of the contract: the remaining base salary owed through the balance of the term
- Year 4 of the contract: the remaining base salary owed through the balance of 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 Colonel Athletic Association.

If Coach terminates the agreement without cause to become employed as a basketball coach or staff member of any rank or standing with another institution, Coach would be liable to the University for liquidated damages of \$80,000 if termination occurs during the first three years of the contract.

RECOMMENDATION

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves Nicholls State University’s request for approval of a contract with Mr. Tevon Saddler, Head Men’s Basketball Coach, effective May 1, 2023.*



Nicholls State University

G.6.

Office of the President

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

June 1, 2023

Via Electronic Transmittal Only

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

Dear Dr. Henderson:

Nicholls State University requests consideration and approval of the following to be placed on the agenda for the June 22, 2023 meeting of the Board of Supervisors for the University of Louisiana System:

Appointment & Employment Contract for Men's Basketball Head Coach-Tevon Saddler.

Thank you for your assistance in this matter.

Sincerely,

Jay Clune, PhD
President

JC/apf

Enclosures

- c: Dr. Sue Westbrook, Provost/Vice President for Academic Affairs
- Mr. Terry Braud, Vice President for Finance & Administration
- Mr. Jonathan Terrell, Athletic Director
- Dr. Michele Caruso, Vice President for Student Affairs
- Dr. Todd Keller, Vice Provost
- Ms. Alison Hadaway, Director of Human Resources
- Ms. Paulette Mayon, Internal Auditor
- Ms. Claire Bourgeois, Faculty Senate President
- Ms. Renee Hicks, Assistant Vice President of Institutional Effectiveness Access & Success

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

STATE OF LOUISIANA

PARISH OF LAFOURCHE

This agreement is made and entered into on the _1st_ day of May 2023, between Nicholls State University through its President, Dr. John Clune, Jr., the Colonel Athletic Association (hereinafter "CAA") through its Executive Director, Mr. Jonathan Terrell, and Mr. Tevon Saddler (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 Nicholls State University, and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the Board.

1.0 Employment

1.1 Nicholls State University (the "University") does hereby employ COACH as head men's basketball coach and COACH does hereby accept employment and agrees to perform all of the services pertaining to men's basketball (athletic 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 Athletics Director.

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

- 1.3 COACH shall manage and supervise the team and shall perform such other duties related to the men's basketball program and Nicholls State University's athletic program as the Director may reasonably assign (but in no event shall such other duties constitute a reassignment to another position at Nicholls State University).
- 1.4 COACH agrees to represent Nicholls State University positively in public and private forums. In public appearances COACH shall at all times conduct himself in a manner that befits a University official and shall always attempt to create goodwill and a good image for the University. COACH shall not engage in conduct that reflects adversely on the University or its athletic programs.
- 1.5 Due to the nature of the position, the Board of Supervisors prohibits the earning of compensatory time. In lieu of compensatory time, COACH will be exempted from having to take leave when the university is officially closed.

2.0 Term

- 2.1 The "Term" of this Agreement is for a fixed period commencing on the 1st day of May 2023, and terminating without further notice to COACH on the 30th day of March, 2028 unless extended under the terms of this Agreement.
- 2.2 This Agreement is renewable solely upon an offer from the Nicholls State University President and an acceptance by COACH, both of which must be in writing, signed by the parties, and approved by the Board. This Agreement in no way grants COACH a claim to tenure in employment, nor shall COACH'S service pursuant to this Agreement count in any way toward tenure at Nicholls State University.

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

3.0 Compensation

3.1 In consideration of COACH'S services and satisfactory performance of this agreement, the University shall pay COACH an annual base salary of One Hundred Fifty-Five Thousand Eight Hundred Dollars (\$155,800.00) per year for the Term of this agreement, on a bi-weekly basis, as well as all related benefits, subject to applicable taxes. COACH's annual base salary shall be funded as follows: the sum of One Hundred Forty Thousand Eight Hundred Dollars (\$140,800) shall be funded directly by the University and the sum of Fifteen Thousand Dollars (\$15,000) shall be funded by the Colonel Athletic Association (CAA) and paid through the University to COACH. It is understood and agreed that if at any time during the Term CAA fails to make its contribution towards COACH's salary as provided above, in no way shall that act relieve University from its obligation to compensate COACH an annual salary equal to One Hundred Fifty-Five Thousand Eight Hundred Dollars (\$155,800.00) per year during a fiscal year.

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

- 3.3 The Colonel Athletic Association (CAA) will use best efforts to secure the use of a vehicle for COACH, or the CAA will pay COACH a vehicle allowance of Four Thousand Two Hundred Dollars (\$4,200) annually, in monthly installments of Three Hundred Dollars (\$350) each month throughout the term of this agreement.
- 3.4 The University does not guarantee amounts due under this contract beyond the current year of performance. Should the contract be terminated for any reason, amounts due shall be determined in accordance with Paragraph 10.

4.0 Incentive Compensation

4.0 During the Term of this Agreement, COACH will have the opportunity to receive the following earned salary supplements/incentives. These salary supplements / incentives are cumulative, unless otherwise stated, and shall be subject to all mandatory withholdings and are inclusive of employer matches for retirement and Medicare payments. The supplements shall be funded by the Colonel Athletic Association (CAA) and paid through University payroll (It is understood and agreed that if at any time during the Term CAA fails to fund any earned incentives as set forth below, University agrees to fund any of said incentives).

- (a) 5,000 – Regular Season Conference Championship
- (b) \$10,000 – Southland Conference Tournament Championship (in a year where COACH wins regular season and tournament championship, only the tournament championship incentive would apply)
- (c) \$2,500 - Conference “Coach of the Year” honors as determined by the Southland Conference

- (d) \$5,000 – NCAA Tournament bonus split between assistant coaches at Head coach discretion
- (e) 1 Year extension to head coach contract automatic after Regular season Southland Conference championship.
- (f) \$5,000 – Per victory in the NCAA Tournament
- (g) \$2,500 – National Invitation Tournament (NIT) appearance
- (h) \$1,000 – Per victory in the NIT
- (i) \$1,500 – CollegeInsider.com Tournament (CIT) or College Basketball Invitational (CBI) Tournament Appearance
- (j) \$1,500 – Twenty-win season
- (k) \$5,000 – Per victory against a guarantee game opponent (only applies if COACH secures at least Four Hundred Fifty Thousand Dollars (\$450,000) in guarantee game revenues, in accordance with Section 12.1 of this Agreement)
- (l) \$5,000 – Per victory against a team that is ranked in the top 25 of either the AP or Coaches National Poll at the time the game is played (does not apply if opponent is a guarantee game opponent)
- (m) \$500 – Any contract year in which the men’s basketball team’s cumulative GPA is 3.0 or greater, provided that COACH has served as Head Coach throughout the entirety of the academic year.
- (n) \$1,000 – Any contract year in which the men’s basketball team’s NCAA multiyear APR (academic performance rate) is 980 or above, provided that COACH has served as Head Coach throughout the entirety of the academic year.

- (o) \$500 – Any contract in a year in which the men’s basketball team’s GSR (graduation success rate) is 70% or above, provided that COACH has served as Head Coach throughout the entirety of the academic year.

4.1 Incentives for Head Coaches: COACH is not eligible to participate and receive incentives in addition to and above the incentives in section 4.1 as outlined and according to the terms in the policy "Nicholls State University Athletics Incentives for Head Coaches" as long as said policy remains in existence and is active.

5.0 Camps and Clinics

5.1 COACH may operate a camp for the teaching of athletic pursuits on the University property to the end of better utilization of the facilities and with suitable compensation paid to the University for the use of such facilities, but in no event shall said suitable compensation reward University a profit. The use of University facilities will be determined by the availability of those facilities as established by the University. Any monies earned during said camp or camps in excess of compensation paid to the University and all expenses related to the camp or camps shall be fully retained by COACH.

5.2 It is specifically agreed that in the operation of any private camp (LLC), COACH acts in private capacity and not as an agent or employee of the University and such agreement constitutes merely a license to use the property and facilities subject to the conditions hereafter stated:

- a) The COACH agrees to secure a policy of insurance in a company approved by the University’s Risk Management Office under which the Board of Supervisors of the University of Louisiana 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.
- b) Annual leave must be requested to cover the dates of the camp operation for all University personnel involved.
 - c) Complete records will be maintained regarding income and expenditures associated with said camp and available for verification by University auditors.
 - d) The COACH is an independent contractor during said camp activities and, as such, is licensed to use certain facilities of the University. The COACH, as a University employee, will undertake to observe and require campers and its staff to conform to the general rules applicable to the use of University facilities. This paragraph is designed to assure that nothing be done which is inconsistent with the maintenance of an education campus environment and the character of a State institution which makes facilities open to persons without discrimination.
 - e) The Director of Intercollegiate Athletics will be the administrative officer of the University who will be advised by the COACH of any problems or questions which may arise out of the operation of summer camps.

6.0 Employee Benefits

- 6.1** COACH shall participate in the mandatory benefit plan and be eligible for optional employee plans as would any other University unclassified employee. Such benefits will be based upon COACH's base annual salary as provided by the University.
- 6.2** For each men's basketball season, COACH shall be entitled to a total of twelve (12) tickets per home men's basketball game.

7.0 Outside Income-Subject to Compliance with Board Rules

- 7.1** The COACH shall be authorized to earn other revenue while employed by the University. Such activities are independent of COACH University employment and the University shall have no responsibility for any claims arising there from. COACH shall be entitled to retain revenue generated from operation of basketball camps and/or basketball clinics in accordance with University policy relating to camps or clinics conducted by Athletic Department personnel and as noted in section 5.0. All outside employment and income will be subject to approval in accordance with the Board of Supervisors for the University of Louisiana System and University policies.
- 7.2** Notwithstanding the above or anything else herein to the contrary, if COACH receives athletically related income or benefits totaling more than \$600 per year from any source or combination of sources other than the University, COACH must report all such income or benefits to the University President in writing at least annually. Examples include, without limitation, income or benefits from (1) endorsement or consultation contracts with apparel companies, equipment manufacturers, or television or radio programs; (2) ownership, control, or

management of a foundation, organization, or other entity; and (3) participation in athletic camps outside of those offered by the University.

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

- 8.1** In accordance with NCAA Constitution 11.2.1, COACH shall abide by the rules and regulations of the NCAA, Conference and University rules. If found in violation of NCAA regulations, COACH shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA infractions process, including suspension without pay or termination of employment for significant or repetitive violations; provided, however, COACH's employment may only be terminated under this Agreement if COACH is found, after the exhaustion of all appeals, to be in violation of a Level I or Level II violation as set forth more specifically below.
- 8.2** COACH bears the responsibility of using their best efforts to ensure that the men's basketball team maintains at least the minimum multiyear APR threshold of 930. Increasing APR scores is a product of recruiting academically ambitious student-athletes. It is the responsibility of COACH to ensure that student-athletes are maintaining their eligibility. Academic achievement and student-athlete graduation are of the highest priority for student-athletes. If the minimum APR threshold is increased by the NCAA during the Term of this Agreement, this paragraph will be amended to reflect the same.
- 8.3** COACH shall also abide by the State of Louisiana Code of Government Ethics, University Policy and Regulations, and the policies and regulations of the University of Louisiana System. In public appearances they shall at all times conduct himself in a manner that befits a University official and shall always attempt to create goodwill and a positive image for the University.

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

9.0 Men's Basketball Staff

9.1 COACH shall have the authority to select unclassified men's basketball personnel upon authorization by the Director and approval by the Board of Supervisors for the University of Louisiana System following the University hiring policies.

9.2 COACH is expected to supervise the men's basketball staff in compliance with NCAA, Conference and University rules and regulations. Further as described in NCAA Constitution 11.1.1.1, Responsibility of Head Coach., COACH is responsible for the actions of all institutional staff members who report, directly or indirectly, to the COACH, and it is COACH's responsibility to promote an atmosphere of compliance within the basketball program and to monitor the activities regarding compliance of all assistant coaches and other administrators involved with the program.

9.3 During the Term of this agreement, the aggregate salary pool for men's basketball personnel shall be a minimum of One Hundred Fifty Thousand Six Hundred Dollars (\$150,600.00). Such compensation shall be allocated to the staff by COACH's discretion and subject to approval of the University President and Athletic Director whose approval shall not be unreasonably withheld. The University shall pay One

Hundred Twenty-Six Thousand Six Hundred Dollars (\$126,600.00) of the salary pool amount. The Colonel Athletic Association (CAA) shall pay Twenty-Four Thousand Dollars (\$24,000.00) of the salary pool amount. It is understood and agreed that if at any time during the Term CAA fails to make its contribution towards COACH's salary pool as provided above, in no way shall that act relieve University from its obligation to provide COACH a salary pool of no less than One Hundred Fifty Thousand Six Hundred Dollars (\$150,600.00).

- 9.4 The CAA will use best efforts to secure the use of a vehicle for assistant men's basketball coaches, or the CAA will provide a vehicle pool pay for the assistant men's basketball coaches in the aggregate allowance amount of Nine Thousand Four Hundred Dollars (\$9,400.00) annually, in monthly installments of Seven Hundred Eighty-Three and 33/100 Dollars (\$783.33) each month throughout the Term of this Agreement. The pool shall be distributed at the discretion of the COACH, subject to the approval of the University President and Director. It is understood and agreed that if at any time during the Term CAA fails to make its contribution towards COACH's salary pool as provided above, in no way shall that act relieve University from its obligation to provide the assistant men's basketball coaches the vehicle or car allowance of Nine Thousand Four Hundred Dollars (\$9,400.00).

10.0 Termination

- 10.1 Either party may terminate this agreement without just cause prior to the expiration of its terms by giving (30) days written notice to the other party, and by fulfilling the termination obligations set forth in Section 10.3 or 10.4. Prior to the

termination of COACH, University will obtain approval from the President of the University of Louisiana System.

10.2 COACH may be terminated by Director at any time for misconduct, substantial and manifest incompetence, violation or gross disregard of state or federal laws constituting a felony, and deliberate, repetitive and serious violations of NCAA that rise to a Level I or Level II violation (as defined by the NCAA Rules as amended from time-to-time), conference, or university rules, regulations, policies, or procedures, or availability of sufficient funding as provided by the Louisiana Legislature in its annual Appropriation of funds to the Institution (“Termination For Cause”). In the event of such Termination For Cause, COACH will receive thirty (30) calendar days’ notice of termination, and such Termination For Cause shall be subject to COACH’s Right to Remedy under 10.2.1. 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, and shall be subject to COACH’s Right to Remedy under Section 10.2.1. No damages shall be due if termination is for just “Cause”.

10.2.1 Prior to issuing a notice of termination or suspension, University shall give COACH a written notice of a violation, detailing the reasons for such termination or suspension, and provide COACH the “Right to Remedy” it within thirty (30) days (“Cure Period”) unless the reasons for such termination or suspension are not susceptible to being cured. Notwithstanding the foregoing,

COACH shall not be suspended or terminated, and pay shall not be withheld, during the Cure Period set forth in this Section 10.2(b), unless the reasons for such termination or suspension are not susceptible to being cured.

10.2.2 COACH may be terminated with cause for failure to promptly report to the University's Title IX Coordinator or the Athletic Department's Senior Men's Administrator. Any emergency situation shall be immediately reported to 911 and/or law enforcement. in the case of an emergency any illegal gender discrimination, sexual harassment, sexual assault, sexual exploitation, intimate partner violence, stalking, and/or related retaliation.

10.3 The University may at any time, and in its sole discretion, terminate the employment of COACH for any reason ("Termination Without Cause"). In the event the University terminates the Contract during any year as noted below, without cause, the COACH shall be entitled to the following payment as set forth below:

-Year 1 of the contract: \$320,000.00

-Year 2 of the contract: \$320,000.00

-Year 3 of the contract: The remaining base salary owed through the balance of the Term.

-Year 4 of the contract: The remaining base salary owed through the balance of the Term.

Amounts listed above are not cumulative and COACH shall only be entitled to the applicable amount noted above for the year in which an event of termination may occur. Amounts due as liquidated damages which come due during the University's current fiscal year in which COACH is terminated without cause, ending June 30 shall be paid by the University, while all other amounts due shall be paid by the CAA. The liquidated damages shall be due and payable in the same manner as outlined in Section 3.1.

Notwithstanding anything to the contrary contained in this section 10, to the extent applicable, the parties acknowledge that Code section 457(f) may require some or all of the bi-weekly payments described above to be taxable to COACH before their scheduled payment dates. Therefore, unless in the reasonable opinion of the University's counsel that Code section 457(f) does not apply, the University will pay the Applicable Portion (as defined below) of amounts due as set forth above before the scheduled payment dates to the extent permitted by Treasury Regulation Section 1.409A-3(j)(4)(iv) (a "Tax Distribution"); each subsequent payment shall be reduced by a prorated portion of any Tax Distribution. The "Applicable Portion" means an amount, as determined by the University, equal to the federal, state, local, and foreign income tax withholding that would have been remitted by the University if there had been a payment of wages equal to the income includible by COACH under Code Section 457(f) at the relevant time.¹

10.4 In the event COACH terminates this Agreement without cause during the Term to become a basketball coach or staff member of any rank or standing with another

¹ Language is intended to track language in 409A regulations that permits deferred compensation to be accelerated upon a Code 457(f) income inclusion event.

institution, then, COACH or a designee of COACH shall pay to the University, in lieu of all other legal remedies, liquidated damages of Eighty Thousand Dollars (\$80,000.00). The liquidated damages shall be due and payable six (6) months in six (6) equal payments from the date of termination. If COACH terminates this Agreement for health or personal reasons, then COACH shall have no responsibility, obligation, or liability to the University. Notwithstanding anything to the contrary contained in this Agreement, University agrees that COACH's obligations as contained in this Section 10.4 shall be waived by the University if the University's men's basketball program is no longer a participating member of a NCAA Division I Conference or if Jonathan Terrell is no longer the University's Athletic Director. Notwithstanding the foregoing, if University is relegated to a non-NCAA Division-I conference due to NCAA imposition or membership requirement changes that University no longer qualifies for, and not due to a decision taken by University absent any NCAA membership changes, Liquidated Damages referenced in this section shall be reduced by fifty percent (50%).

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

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

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

11.0 Fundraising

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

12.0 Additional Program Funding

12.1 The Men's Basketball program, at a minimum, will earn game guarantees each fiscal year equal to Four Hundred Fifty Thousand Dollars (\$450,000.00). All game guarantee events shall be approved in advance by the Director, or his designee, said approvals not being unreasonably withheld. In the event that the program realizes less than the game guarantee minimum amount in a fiscal year the shortfall shall be managed by adjusting the program operating budget as follows until the shortfall

has been eliminated: (a) Men's Basketball program non-personnel operating expenses shall be reduced by the amount of the shortfall up to Twenty Thousand Dollars (\$20,000.00); (b) If additional shortfall exists after reductions made in section 12.1 (a) above, then the men's basketball program personnel expenses shall be reduced an amount up to Forty-Five Thousand Dollars (\$45,000.00) to eliminate the shortfall; (c) the amount of shortfall in excess of adjustments under 12.1 (a) and (b) collectively shall be managed by the athletic department.

13.0 Section 409A

13.1 The Intent of the parties is that payments and benefits under this Employment Agreement comply with or be exempt from Section 409A of the Internal Revenue Code and the regulations and guidance promulgated thereunder (collectively, "Section 409A") and, accordingly, to the maximum extent permitted, this Employment Agreement shall be interpreted to be in compliance therewith. If COACH notifies University (with specificity as to the reason therefore) that COACH believes that any provision of this Agreement (or any award of compensation, including benefits) would cause COACH to incur an additional tax or interest under Section 409A or University independently makes such determination, the University shall, with consent of COACH, reform such provision to attempt to comply with or be exempt from Section 409A. To the extent that any provision hereof is modified in order to comply with Section 409A, such modification shall be made in good faith and shall, to the maximum extent reasonably possible, maintain the original intent and economic benefit to COACH and the University of the applicable provision without violating the provisions of Section 409A.

- 13.2** Solely to the extent necessary to comply with Section 409A, a termination of employment shall not be deemed to have occurred for purposes of the applicable provisions of this Agreement providing for the payment of amounts or benefits subject to Section 409A upon or following a termination of employment unless such termination is also a “separation from service” within the meaning of Section 409A and, for purposes of any such provision of this Agreement, references to a “termination,” “termination of employment” or like terms shall mean “separation from service.”
- 13.3** All expenses or other reimbursements paid under this Agreement or otherwise hereunder that are taxable income to COACH shall be paid promptly upon submission of appropriate documentation, but in no event later than the end of the calendar year following the calendar year in which COACH incurs such expense or pays such related tax. With regard to any provision herein that provides for reimbursement of costs and expenses or in-kind benefits, except as permitted by Section 409A, (i) the right to reimbursement or in-kind benefits shall not be subject to liquidation or exchange or another benefit, (ii) the amount of expenses eligible for reimbursement, or in-kind benefits to be provided, during any calendar year may not affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other calendar year, provided that the foregoing clause (ii) shall not be violated with regard to expenses reimbursed under any arrangement covered by Internal Revenue Code Section 105(b) solely because such expenses are subject to a limit related to the period the arrangement is in effect and (iii) such payments shall be made on or before the last day of the calendar year following the calendar year in which the expense occurred.

13.4 For purposes of Section 409A, COACH's right to receive any installment payments pursuant to this Agreement shall be treated as a right to receive a series of separate and distinct payments.

14.0 Title IX and Sexual Misconduct Policy Reporting and Compliance

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

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

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

15.0 Notices

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

If to Coach:

With a copy to:

Attention: _____

If to the University:

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

If to the Colonel Athletic Association:

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

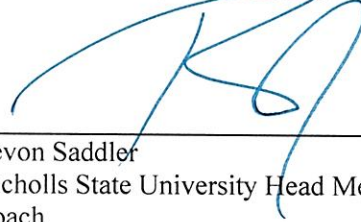
Thus Agreed To, by and between the herein named parties, on this 1st day of May,
2023.

NICHOLLS STATE UNIVERSITY



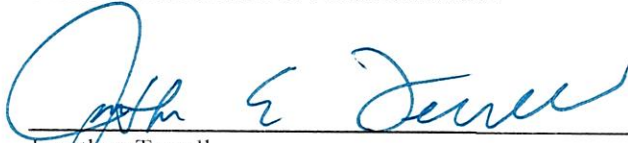
John Clune, Jr., Ph.D.
President, Nicholls State University

COACH: TEVON SADDLER



Tevon Saddler
Nicholls State University Head Men's Basketball
Coach

COLONEL ATHLETIC ASSOCIATION



Jonathan Terrell
Director of Athletics, Executive Director, Colonel Athletic Association

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

Secretary – Board of Supervisors

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

ATHLETIC COMMITTEE

June 22, 2023

Item G.7. **Nicholls State University's** request for approval of a contract with Mr. Mike Silva, Head Men's Baseball Coach, effective June 5, 2023.

EXECUTIVE SUMMARY

Under the proposed new agreement, effective through July 20, 2029, Coach's annual salary is \$135,000 per year. The base salary funded by the University is \$81,600 and \$53,400 funded by the Colonel Athletic Association (CAA). During the time of employment, Coach will have the opportunity to receive the following earned salary supplements/incentives, funded by the CAA:

- \$5,000 – Regular Season Conference Championship
- \$5,000 – Conference Men's Baseball Tournament Championship or NCAA Regional Bid
- \$750 – Per victory in the NCAA Regional Tournament
- \$5,000 – Win NCAA Regional Tournament and advance to Super Regional Tournament
- \$7,500 – Win NCAA Super Regional Tournament and advance to College World Series
- \$15,000 – Win College World Series
- \$2,500 – Conference Coach of the Year
- \$5,000 – National Coach of the Year
- \$1,500 – 35 wins or more in a season
- \$750 – Any contract year in which the men's baseball team's cumulative GPA is 3.0 or greater
- \$1,000 – Any contract year in which the men's baseball team's multiyear APR (academic performance rate) is 960 or above
- \$1,000 – Any contract in year in which the men's baseball team's GSR (graduation success rate) is 85% or above

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

In the event University terminates the contract without cause, Coach is entitled to 24 months of Coach's then current base salary or the remaining base salary owed through the remainder of the term, whichever is less. Amounts due as liquidated damages which come due during the University's current fiscal year in which Coach is terminated without cause, ending June 30 shall be paid by the University, while all other amounts due shall be paid by the CAA.

If Coach terminates the agreement without cause prior to June 30, 2025, to become a baseball coach or baseball staff member of any rank with another NCAA institution, then Coach or a designee of Coach shall pay to the University, in lieu of all other legal remedies, liquidated damages of \$25,000.

RECOMMENDATION

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves Nicholls State University's request for approval of a contract with Mr. Mike Silva, Head Men's Baseball Coach, effective June 5, 2023.*



G.7.

Nicholls State University

Office of the President

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

June 1, 2023

Via Electronic Transmittal Only

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

Dear Dr. Henderson:

Nicholls State University requests consideration and approval of the following to be placed on the agenda for the June 22, 2023 meeting of the Board of Supervisors for the University of Louisiana System:

New Employment Contract for Mike Silva-Men's Baseball Head Coach.

Thank you for your assistance in this matter.

Sincerely,

Jay Clune, PhD
President

JC/apf

Enclosures

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

**CONTRACT OF EMPLOYMENT
HEAD MEN'S BASEBALL COACH**

STATE OF LOUISIANA

PARISH OF LAFOURCHE

This agreement is made and entered into on the 5th day of June 2023, between Nicholls State University through its President, Dr. John Clune, Jr., the Colonel Athletic Association (hereinafter "CAA") through its Executive Director, Mr. Jonathan Terrell, and Mr. Mike Silva (hereinafter referred to as "COACH") and replaces the Contract of Employment dated July 21, 2021, which was previously executed between the parties and approved. This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for Nicholls State University, and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the Board.

1.0 Employment

1.1 Nicholls State University (the "University") does hereby employ COACH as head men's baseball coach and COACH does hereby accept employment and agrees to perform all of the services pertaining to baseball (athletic 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 Athletics Director.

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

COACH shall also be under the general supervision of the Nicholls State University President.

- 1.3 COACH shall manage and supervise the team and shall perform such other duties related to the men's baseball program and Nicholls State University's athletic program as the Director may reasonably assign (but in no event shall such other duties constitute a reassignment to another position at Nicholls State University).
- 1.4 COACH agrees to represent Nicholls State University positively in public and private forums. In public appearances COACH shall conduct himself in a manner that befits a University official and shall attempt to create goodwill and a good image for the University. COACH shall not engage in conduct that reflects adversely on the University or its athletic programs.
- 1.5 Due to the nature of the position, the Board of Supervisors prohibits the earning of compensatory time. In lieu of compensatory time, COACH will be exempted from having to take leave when the university is officially closed.

2.0 Term

- 2.1 The "Term" of this Agreement is for a fixed period commencing on the 5th day of June 2023, and terminating without further notice to COACH on the 20th day of July 2029, unless extended under the terms of this Agreement.
- 2.2 This Agreement will automatically extend the Term for a period of one year each time the baseball program at Nicholls State University finishes within the Top 2 (including ties) positions in the conference at the end of the previous season, OR, if the baseball team has had thirty (30) or more wins in the

previous season. COACH has the sole right to reject an automatic one year extension after it was earned by providing written notice to the Athletic Director. This Agreement is renewable solely upon an offer from the Nicholls State University president and an acceptance by COACH, both of which must be in writing, signed by the parties, and approved by the Board. This Agreement in no way grants COACH a claim to tenure in employment, nor shall COACH'S service pursuant to this Agreement count in any way toward tenure at Nicholls State University.

- 2.3** This Agreement may be amended or extended at any time during the Term of this Agreement by mutual signed agreement of both parties, and approved by the Board. The parties agree that good faith negotiations related to contract renewal, including compensation, shall commence no later than May 30, 2026. If University and COACH do not come to an agreement on compensation or a contract renewal at that time, the parties will conduct good faith negotiations within thirty (30) days of the conclusion of the 2028 baseball season provided that University desires to offer COACH a new contract beyond the end of the term. If the University does not desire to offer COACH a new contract beyond the end of the Term, then the liquidated provisions of Section 10.4 shall be rescinded for the remainder of the term of this Agreement past July 31, 2028. All other provisions of the Agreement shall remain in full force and effect until expiration of the Agreement.

3.0 Compensation

- 3.1 In consideration of COACH'S services and satisfactory performance of this agreement, the University shall pay COACH an annual base salary of One Hundred Thirty-Five Thousand Dollars (\$135,000.00) per year commencing on July 1, 2023 and continuing for the remainder of the Term of this agreement, on a bi-weekly basis, as well as all related benefits, subject to applicable taxes. COACH's annual base salary shall be funded as follows: the sum of Eighty-One Thousand Six Hundred Dollars (\$81,600.00) shall be funded directly by the University and the sum of Fifty-Three Thousand Four Hundred Dollars (\$53,400.00) shall be funded by the Colonel Athletic Association (CAA) and paid through the University to COACH. It is understood and agreed that if at any time during the Term CAA fails to make its contribution towards COACH'S salary as provided above, in no way shall that act relieve University from its obligation to compensate COACH an annual salary equal to One Hundred Thirty-Five Thousand (\$135,000.00) per year, or his then current base salary (whichever is higher), during a fiscal year, the initial fiscal year being prorated based on the start date of COACH's employment.
- 3.2 COACH will be eligible for annual cost of living or merit pay increases in addition to the stated base salary. The COACH also may be subject to pay adjustments according to economic circumstances that affect all employees of the University in the unclassified staff service.

3.3 The CAA will pay COACH a vehicle allowance of \$4,800 annually, in monthly installments of \$400 each month throughout the Term of this agreement. It is understood and agreed that if at any time during the Term CAA fails to make its contribution towards COACH's car allowance as provided above, in no way shall that act relieve University from its obligation to provide to COACH the car allowance set forth above.

3.4 The University does not guarantee amounts due under this contract beyond the current year of performance. Should the contract be terminated for any reason, amounts due shall be determined in accordance with Paragraph 10.

4.0 Incentive Compensation

4.1 During the Term of this Agreement, COACH will have the opportunity to receive the following earned salary supplements/incentives. These salary supplements / incentives are cumulative, unless otherwise stated, and shall be subject to all mandatory withholdings and are inclusive of employer matches for retirement and Medicare payments. The supplements shall be funded by the Colonel Athletic Association (CAA) and paid through University payroll. It is understood and agreed that if at any time during the Term the CAA fails to fund any earned incentives as set forth below, University agrees to fund any of said incentives.

- (a) \$5,000 – Regular Season Conference Championship
- (b) \$5,000 – Conference Men's Baseball Tournament Championship or NCAA Regional Bid
- (c) \$750 – Per victory in the NCAA Regional Tournament

- (d) \$5,000 – Win NCAA Regional Tournament and advance to Super Regional Tournament
- (e) \$7,500 – Win NCAA Super Regional Tournament and advance to College World Series
- (f) \$15,000 – Win College World Series
- (g) \$2,500 - Conference Coach of the Year
- (h) \$5,000 – National Coach of the Year
- (i) \$1,500 - 35 wins or more in a season
- (j) \$750 – Any contract year in which the men’s baseball team’s cumulative GPA is 3.0 or greater
- (k) \$1,000 – Any contract year in which the men’s baseball team’s multiyear APR (academic performance rate) is 960 or above
- (l) \$1,000 – Any contract in year in which the men’s baseball team’s GSR (graduation success rate) is 85% or above

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

5.0 Camps and Clinics

5.1 COACH may operate camps for the teaching of athletic pursuits on the University property to the end of better utilization of the facilities and with suitable compensation paid to the University for the use of such facilities, but in no event shall said suitable compensation reward University a profit. The use of University facilities will be determined by the availability of those facilities

as established by the University. Any monies earned during said camp or camps in excess of compensation paid to the University and all expenses related to the camp or camps shall be fully retained by COACH.

5.2 It is specifically agreed that in the operation of any private camp (LLC), COACH acts for himself in his private capacity and not as an agent or employee of the University and this agreement constitutes merely a license to use the property and facilities subject to the conditions hereafter stated:

- a) The COACH agrees to secure a policy of insurance in a company approved by the University's Risk Management Office under which the Board of Supervisors of the University of Louisiana 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.
- b) Annual leave must be requested to cover the dates of the camp operation for all University personnel involved.
- c) Complete records will be maintained regarding income and expenditures associated with said camp and available for verification by University auditors.
- d) The COACH is an independent contractor during said camp activities and, as such, is licensed to use certain facilities of the University. The COACH, as a University employee, will undertake to observe and require campers and its staff to conform to the general rules applicable to the use of University facilities. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an education campus environment and the character of a State institution which makes facilities open to persons without discrimination.

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

6.0 Employee Benefits

- 6.1 COACH shall participate in the mandatory benefit plan and be eligible for optional employee plans as would any other University unclassified employee. Such benefit will be based upon COACH's base annual salary as provided by University.
- 6.2 For each Men's Baseball season, COACH shall be entitled to a total of twelve (12) tickets per home men's baseball game.

7.0 Outside Income-Subject to Compliance with Board Rules

- 7.1 The COACH shall be authorized to earn other revenue while employed by the University. Such activities are independent of his University employment and the University shall have no responsibility for any claims arising there from. COACH shall be entitled to retain revenue generated from his operation of baseball camps and/or baseball clinics in accordance with University policy relating to camps or clinics conducted by Athletic Department personnel and as noted in section 5.0. All outside employment and income will be subject to approval in accordance with the Board of Supervisors for the University of Louisiana System and University policies.
- 7.2 Notwithstanding the above or anything else herein to the contrary, if COACH receives athletically related income or benefits totaling more than \$600 per year from any source or combination of sources other than the University, COACH must report all such income or benefits to the University President in writing at

least annually. Examples include, without limitation, income or benefits from (1) endorsement or consultation contracts with apparel companies, equipment manufacturers, or television or radio programs; (2) ownership, control, or management of a foundation, organization, or other entity; and (3) participation in athletic camps outside of those offered by the University.

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

8.1 In accordance with NCAA Constitution 11.2.1, COACH shall abide by the rules and regulations of the NCAA, Conference and University rules. If found in violation of NCAA regulations, COACH shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA infractions process, including suspension without pay or termination of employment for significant or repetitive violations; provided, however, COACH's employment may only be terminated under this Agreement if COACH is found, after the exhaustion of all appeals, to be in violation of a Level I or Level II violation as set forth more specifically below. If COACH is suspended without pay based on Section 8.1 and is found to have not committed a violation, then COACH will receive backpay for the entire period in which he was suspended without pay.

8.2 COACH bears the responsibility of using his best efforts to ensure that the men's baseball team maintains at least the minimum APR multiyear threshold of 930. Increasing APR scores is a product of recruiting academically ambitious student-athletes. It is the responsibility of COACH to ensure that student-athletes are maintaining their eligibility. Academic achievement and student-athlete graduation are of the highest priority for student-athletes. If the minimum

APR multiyear threshold is increased or decreased by the NCAA during the Term of this Agreement, this paragraph will be amended to reflect the same.

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

8.4 COACH and University acknowledge and agree that (1) COACH has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case (see NCAA Bylaw 19.2.3 for examples of full cooperation), and (2) an individual who is found in violation of NCAA regulations shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA infractions process (see NCAA Bylaw 19), including suspension without pay or termination of employment; provided, however, COACH's employment may only be terminated under this Agreement if COACH is found, after the exhaustion of all appeals, to be in violation of a Level I or Level II violation as set forth more specifically below. If COACH is suspended without pay based on Section 8.4 and is found to have not committed a violation, then COACH will receive backpay for the entire period in which he was suspended without pay.

9.0 Men's Baseball Staff

9.1 COACH shall have the authority to select unclassified men's baseball personnel upon authorization by the Athletic Director and approval by the Board of

Supervisors for the University of Louisiana System following the University hiring policies.

- 9.2** COACH is expected to supervise the men's baseball staff in compliance with NCAA, Conference and University rules and regulations. Further as described in NCAA Constitution 11.1.1.1, Responsibility of Head Coach., COACH is responsible for the actions of all institutional staff members who report, directly or indirectly, to the COACH, and it is COACH's responsibility to promote an atmosphere of compliance within the baseball program and to monitor the activities regarding compliance of all assistant coaches and other administrators involved with the program.
- 9.3** During the Term of this agreement, University shall employ a minimum of two full-time assistant baseball coaches. The aggregate salary pool for the two full-time assistant baseball coaches shall be a minimum of Seventy-Nine Thousand Six Dollars (\$79,006.00). Such compensation shall be allocated to the staff by COACH's discretion and subject to approval of the University President and Athletic Director whose approval shall not be unreasonably withheld. COACH and University will work in good faith to establish a reasonable incentive bonus pool for staff to be allocated by COACH's discretion and subject to approval of the University President and Athletic Director whose approval shall not be unreasonably withheld. The University shall pay Fifty-Six Thousand One Hundred Eighty Dollars (\$56,180.00) of the salary pool amount. The Colonel Athletic Association shall pay Twenty-Two Thousand Eight Hundred Twenty-Six Dollars (\$22,826.00) of the salary pool amount.

10.0 Termination

10.1 Either party may terminate this agreement without just cause prior to the expiration of its terms by giving (30) days written notice to the other party, and by fulfilling the termination obligations set forth in Section 10.3 or 10.4. Prior to the termination of COACH, UNIVERSITY will obtain approval from the President of the University of Louisiana System.

10.2 (a) COACH may be terminated by the Director at any time for misconduct, substantial and manifest incompetence, violation or gross disregard of state or federal laws constituting a felony, and deliberate, repetitive and serious violations of NCAA that rise to a Level I or Level II violation (as defined by the NCAA Rules as amended from time to time), conference, or university rules, regulations, policies, or procedures, or availability of sufficient funding as provided by the Louisiana Legislature in its annual Appropriation of funds to the Institution (“Termination For Cause”). In the event of such Termination For Cause, COACH will receive thirty (30) calendar days’ notice of termination, and such Termination For Cause shall be subject to COACH’s Right to Remedy under 10.2(b). All compensation, including salary, benefits, and other remuneration incidental to employment, cease upon termination. The reasonable judgment as to whether the conduct of COACH constitutes “Cause” under this provision shall be made in good fiath, shall not be exercised arbitrarily, capriciously, or in a discriminatory manner by the University, and shall be subject to COACH’s Right to Remedy under Section 10.2(b). No damages shall be due if termination is for just “Cause”.

10.2 (b) Prior to issuing a notice of termination or suspension, University shall give COACH a written notice of a violation, detailing the reasons for such termination or suspension, and provide COACH the “Right to Remedy” it within thirty (30) days (“Cure Period”) unless the reasons for such termination or suspension are not susceptible to being cured. Notwithstanding the foregoing, COACH shall not be suspended or terminated, and pay shall not be withheld, during the Cure Period set forth in this Section 10.2(b), unless the reasons for such termination or suspension are not susceptible to being cured.

10.3 The University may at any time, and in its sole discretion, terminate the employment of COACH without cause (“Termination Without Cause”). In the event the University terminates the Contract during any year as noted below, without cause, the COACH shall be entitled to the following payment: two years (24 months) of COACH’s then current base salary or the remaining base salary owed through the remainder of the Term, whichever is less.

Amounts due as liquidated damages which come due during the University’s current fiscal year in which COACH is terminated without cause, ending June 30 shall be paid by the University, while all other amounts due shall be paid by the CAA. It is understood and agreed that if at any time during the Term CAA fails to make its contribution towards COACH’s liquidated damages as specified in this Section 10.3 in no way shall that act relieve University from its obligation to provide COACH that portion of the liquidated damages as set forth above for amounts due in the current fiscal year. The liquidated damages shall be due and payable in the same manner as outlined in Section 3.1.

Notwithstanding anything to the contrary contained in this section 10, to the extent applicable, the parties acknowledge that Code section 457(f) may require some or all of the bi-weekly payments described above to be taxable to COACH before their scheduled payment dates. Therefore, unless in the reasonable opinion of the University's counsel that Code section 457(f) does not apply, the University will pay the Applicable Portion (as defined below) of amounts due as set forth above before the scheduled payment dates to the extent permitted by Treasury Regulation Section 1.409A-3(j)(4)(iv) (a "Tax Distribution"); each subsequent payment shall be reduced by a pro-rated portion of any Tax Distribution. The "Applicable Portion" means an amount, as determined by the University, equal to the federal, state, local, and foreign income tax withholding that would have been remitted by the University if there had been a payment of wages equal to the income includible by COACH under Code Section 457(f) at the relevant time.¹

10.4 In the event COACH terminates this Agreement without cause prior to June 30, 2025, to become a baseball coach or baseball staff member of any rank with another NCAA institution, then, COACH or a designee of COACH shall pay to the University, in lieu of all other legal remedies, liquidated damages of Twenty Five Thousand Dollars (\$25,000.00). The liquidated damages shall be due and payable over six (6) months in six (6) equal payments from the date of the termination. If COACH terminates this Agreement for any other reason, then COACH shall have no responsibility, obligation, or liability to the

¹ Language is intended to track language in 409A regulations that permits deferred compensation to be accelerated upon a Code 457(f) income inclusion event.

University. Notwithstanding anything to the contrary contained in this Agreement, University agrees that COACH's obligations as contained in this Section 10.4 shall be waived by the University if the University's men's baseball program is no longer a participating member of the Southland Conference or another Division-I conference.

10.5 COACH may be terminated at any time 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 related to the program's budget, but not related to COACH's compensation in particular. University must provide COACH documentation to support the financial exigency declaration. In the event of such termination, COACH will receive six (6) months notice of termination or six (6) months of his then current base salary in lieu of such notice. All other compensation, including salary, benefits, and other remuneration incidental to employment, cease upon termination.

11.0 Fundraising

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

12.0 Section 409A

12.1 The Intent of the parties is that payments and benefits under this Employment Agreement comply with or be exempt from Section 409A of the Internal Revenue Code and the regulations and guidance promulgated thereunder (collectively, "Section 409A") and, accordingly, to the maximum extent permitted, this

Employment Agreement shall be interpreted to be in compliance therewith. If COACH notifies the University (with specificity as to the reason therefore) that COACH believes that any provision of this Agreement (or any award of compensation, including benefits) would cause COACH to incur an additional tax or interest under Section 409A or the University independently makes such determination, the University shall, with consent of COACH, reform such provision to attempt to comply with or be exempt from Section 409A. To the extent that any provision hereof is modified in order to comply with Section 409A, such modification shall be made in good faith and shall, to the maximum extent reasonably possible, maintain the original intent and economic benefit to COACH and the University of the applicable provision without violating the provisions of Section 409A.

- 12.2** Solely to the extent necessary to comply with Section 409A, a termination of employment shall not be deemed to have occurred for purposes of the applicable provisions of this Agreement providing for the payment of amounts or benefits subject to Section 409A upon or following a termination of employment unless such termination is also a “separation from service” within the meaning of Section 409A and, for purposes of any such provision of this Agreement, references to a “termination,” “termination of employment” or like terms shall mean “separation from service.”
- 12.3** All expenses or other reimbursements paid under this Agreement or otherwise hereunder that are taxable income to COACH shall be paid promptly upon submission of appropriate documentation, but in no event later than the end of the calendar year next following the calendar year in which COACH incurs such

expense or pays such related tax. With regard to any provision herein that provides for reimbursement of costs and expenses or in-kind benefits, except as permitted by Section 409A, (i) the right to reimbursement or in-kind benefits shall not be subject to liquidation or exchange or another benefit, (ii) the amount of expenses eligible for reimbursement, or in-kind benefits to be provided, during any calendar year may not affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other calendar year, provided that the foregoing clause (ii) shall not be violated with regard to expenses reimbursed under any arrangement covered by Internal Revenue Code Section 105(b) solely because such expenses are subject to a limit related to the period the arrangement is in effect and (iii) such payments shall be made on or before the last day of the calendar year following the calendar year in which the expense occurred.

12.4 For purposes of Section 409A, COACH's right to receive any installment payments pursuant to this Agreement shall be treated as a right to receive a series of separate and distinct payments.

13.0 Title IX and Sexual Misconduct Policy Reporting and Compliance

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

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

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

14.0 Notices

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

If to Coach:

With a copy to:

Attention: _____

If to the University:

Nicholls State University

P.O. Box 2070

Thibodaux, LA 70310

Attention: President

If to the Colonel Athletic Association:

Colonel Athletic Association


P.O. Box 2070

Thibodaux, LA 70310

Attention: Executive Director

Thus Agreed To, by and between the herein named parties, on this 5th day of June,

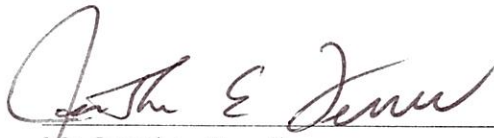
2023.



Dr. John Clune, Jr.
President, Nicholls State University



Mr. Mike Silva
Nicholls State University Head Men's Baseball
Coach



Mr. Jonathan Terrell
Executive Director, Colonel Athletic Association

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

Secretary – Board of Supervisors