

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

ATHLETIC COMMITTEE

June 22, 2023

Item G.8. **Northwestern State University's** request for approval of a contract with Mr. Christopher Bertrand, Head Baseball Coach, effective June 6, 2023.

EXECUTIVE SUMMARY

Under the agreement through May 31, 2026, Coach's salary for each year remains at \$100,281. The University will pay Coach \$90,281, and the Demons Unlimited Foundation will pay Coach \$10,000. The Foundation may pay Coach additional supplements/incentives as follows:

- An annual vehicle stipend of \$6,000.
- Use of a cell phone, including data and texting plan, with an approximate annual value of \$1,200.
- \$2,500 should he be named Southland Conference Coach of the Year.
- \$2,500 for Southland Conference Regular Season Championship.
- \$2,500 for Southland Conference Tournament Championship/NCAA Tournament Appearance.
- \$7,500 for an NCAA Super Regional appearance.
- \$10,000 for an NCAA College World Series appearance.
- \$15,000 for an NCAA Championship.
- Coach is also eligible to receive a \$1,000 incentive stipend for an annual APR of 980+. This incentive stipend will be for use of the Coach's name and likeness in Foundation material or literature promoting the academic achievements of the team. The coach must have worked at NSU for one full academic year (July 1-June 30) to initially be eligible to receive this bonus and must be employed by NSU at the time that the final APR number is released to be eligible to receive the bonus.

If the University terminates the agreement without cause, the Coach shall be entitled to 50% of the combined total of the base salary and Demons Unlimited Foundation "living stipend" that he would have earned in the years remaining in the contract, less compensation received by the Coach from any other employment. The University would be responsible for the current fiscal

year compensation, through the end of the fiscal year (June 30). The Demons Unlimited Foundation would be responsible for the remaining months in the agreement (the next July 1 through expiration).

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

- If after June 6, 2023 but before May 31, 2024 – \$30,000
- If after May 31, 2024 but before May 31, 2025 – \$20,000
- If after May 31, 2025 but before May 31, 2026 – \$10,000

The University and the Demons Unlimited Foundation have a joint agreement with the Coach.

RECOMMENDATION

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves Northwestern State University's request for approval of a contract with Mr. Christopher Bertrand, Head Baseball Coach, effective June 6, 2023.*

 NORTHWESTERN STATE

Office of the President

June 8, 2023

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

Re: Appointment of Mr. Christopher Bertrand as Head Baseball Coach

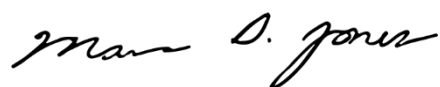
Dear Dr. Henderson:

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

Appointment of Mr. Christopher Bertrand as Head Baseball Coach for Northwestern State University at an annual salary of \$90,281 for the period of June 6, 2023 – May 31, 2026, as outlined in the attached contract.

Thank you for your consideration of this request.

Sincerely,



Dr. Marcus Jones
President

Attachment

NORTHWESTERN STATE UNIVERSITY

CONTRACT OF EMPLOYMENT for Christopher Bertrand

STATE OF LOUISIANA

PARISH OF NATCHITOCHEs

THIS AGREEMENT, made and entered into as of this 5th day of June, 2023, by and between Northwestern State University (hereinafter "University") represented by Dr. Marcus Jones, President, the Demons Unlimited Foundation (hereinafter "Foundation") and Christopher Bertrand, Head Baseball Coach (hereinafter "Coach") of Northwestern State University. This agreement is subject to the approval of the Board of Supervisors for the University of Louisiana System, the management board for Northwestern State University and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the board.

WITNESSETH:

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

NOW, THEREFORE, the parties agree as follows:

1. EMPLOYMENT

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

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

2. TERM

The employment under the terms of this contract shall be for the period June 6, 2023 to May 31, 2026 with the option for a one-time one-year automatic rollover to the contract if the program finishes in the top one-third of the conference standings or if the team wins 30 or more games the previous season, subject to approval of the University of Louisiana System Board of Supervisors. This agreement is renewable solely upon an offer from the University and an acceptance by Coach, both of which must be in writing and signed by all the parties and approved by the Board. This agreement in no way grants the Coach a claim to tenure in employment, nor shall Coach's service pursuant to this agreement count in any way toward tenure at the University.

3. **UNIVERSITY SALARY**

The University shall pay the Head Coach as follows:

First Year of Contract

Total salary of \$100,281 Dollars.

Source of payments will be split accordingly:

- \$90,281 from Northwestern State and payable in 26 equal installments
- \$10,000 from the Demons Unlimited Foundation in 26 equal installments

Second Year of Contract

Total salary of \$100,281 Dollars.

Source of payments will be split accordingly:

- \$90,281 from Northwestern State and payable in 26 equal installments
- \$10,000 from the Demons Unlimited Foundation in 26 equal installments

Third Year of Contract

Total salary of \$100,281 Dollars.

Source of payments will be split accordingly:

- \$90,281 from the Northwestern State and payable in 26 equal installments
- \$10,000 from the Demons Unlimited Foundation in 26 equal installments

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

4. **EMPLOYEE BENEFITS**

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

5. **CAMPS AND CLINICS**

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

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

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

5.2 Private Camps

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

6. FOUNDATION SERVICES

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

- a. COACH will receive use of a cell phone, including data and texting plan, with an approximate annual value of \$1,200.
- b. COACH will receive an annual vehicle stipend of \$6,000 (paid over 26 equal installments).
- c. COACH will receive \$2,500 should he be named Southland Conference Coach of the Year.
- d. COACH will receive \$2,500 for Southland Conference Regular Season Championship.
- e. COACH will receive \$2,500 for Southland Conference Tournament Championship/NCAA Tournament Appearance.
- f. COACH will receive \$7,500 for an NCAA Super Regional appearance.
- g. COACH will receive \$10,000 for an NCAA College World Series appearance.
- h. COACH will receive \$15,000 for an NCAA Championship.
- i. COACH is also eligible to receive a \$1,000 incentive stipend for an annual APR of 980+. This incentive stipend will be for use of the Coach's name and likeness in Foundation material or literature promoting the academic achievements of the team. The coach must have worked at NSU for one full academic year (July 1-June 30) to be initially eligible to receive this bonus and must be employed by NSU at the time that the final APR number is released to be eligible to receive the bonus.

7. OUTSIDE INCOME

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

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

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

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

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

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

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

9. TERMINATION

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

- If after June 6, 2023 but before May 31, 2024 – Thirty Thousand (\$30,000) Dollars
- If after May 31, 2024 but before May 31, 2025 – Twenty Thousand (\$20,000) Dollars
- If after May 31, 2025 but before May 31, 2026 – Ten Thousand (\$10,000) Dollars

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

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

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

- Misconduct, including but not limited to: hostile workplace violations, documented acts of moral turpitude, acts of violence and aggression, and insubordination.
- Misconduct that: (1) violates state or university ethics laws, rules or regulations; (2) offends the ethics or traditions of the university; or (3) brings discredit or harm to the reputation of the university.
- Acts of violence or personal conduct, or condoning or encouraging employees or student athletes in such conduct which may not warrant criminal prosecution but result in public

disrepute, contempt, scandal or ridicule that reflects unfavorably upon the reputation or mission of the university.

- Substantial and manifest incompetence.
- Gross violation or disregard of state or federal laws (excluding minor traffic offenses or non-criminal offenses).
- Deliberate and serious violations of NCAA, conference, or UNIVERSITY rules, regulations, policies or procedures.
- Failure to promote an atmosphere of compliance pursuant to NCAA Bylaw 11.1.2.1.
- Unethical conduct pursuant to NCAA 10.1.

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

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

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

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

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

10. ASSOCIATE/ASSISTANT COACHES

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

11. UNIVERSITY FUNDRAISING

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

12. **AMENDMENT EXTENSION**

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

13. **SEVERABILITY**

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

14. **FORCE MAJEURE**

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


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

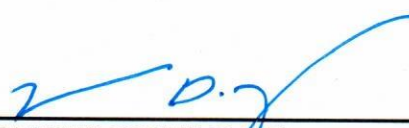
WITNESSES:

NORTHWESTERN STATE UNIVERSITY

BY 
CHRISTOPHER BERTRAND, Head Coach

BY 
KEVIN BOSTIAN, Director of Athletics

BY 
MIKE NEWTON, President
Demons Unlimited Foundation

BY 
DR. MARCUS JONES, President
Northwestern State University

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

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

ATHLETIC COMMITTEE

June 22, 2023

Item G.9. **Southeastern Louisiana University's** request for approval of a contract with Mr. Lawrence Allan, Head Golf Coach, effective May 1, 2023.

EXECUTIVE SUMMARY

Under the proposed agreement, effective through May 30, 2024, Coach's annual salary is \$47,940. The Lion Athletics Association (LAA) will pay salary supplements, subject to all mandatory withholdings and inclusive of retirement payments, on certain specified achievements as follows:

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

In the event the University terminates the contract without cause, Coach shall be entitled to \$15,000 from the LAA. In the event Coach terminates the contract without cause to become another Division 1 head coaching position, Coach would be liable to the University for \$15,000. Coach will be responsible for the base salary if he leaves for a conference school head coaching position. The University and the Lion Athletics Association both have an agreement with the Coach.

RECOMMENDATION

It is recommended that the following resolution be adopted:

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

**CONTRACT OF EMPLOYMENT
HEAD GOLF COACH**

**STATE OF LOUISIANA
PARISH OF TANGIPAHOA**

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

1.0 Employment

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

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

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

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

1 Coach Initial: LA Admin Initial: 

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

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

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

2.0 Term

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

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

3.0 Compensation

3.1 In consideration of COACH'S services and satisfactory performance of this agreement, the UNIVERSITY shall pay COACH a base annual salary of \$47,940 for the term of this agreement on a bi-weekly basis.

2 Coach Initial: LA Admin Initial: [Signature]

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

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

4.0 Incentive Compensation

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

The potential earned salary supplements are:

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

3 Coach Initial: LA Admin Initial: [Signature]

- I. \$ 100.00 Individuals that qualify for NCAA Championship-Beyond team competition.

5.0 Contracts for broadcast and/or telecast

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

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

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

- (a) The COACH, or the LAA agrees to pay the UNIVERSITY all out-of-pocket costs incurred by the UNIVERSITY in the filming or production of the television and radio show.
- (b) Long distance phone calls, University supplies, printing, postage, University vehicles, etc., will be utilized on a complete University cost recovery basis.
- (c) Complete records will be maintained regarding income and expenditures associated with said television and radio show and available for verification by University auditors.
- (d) The COACH agrees to protect, indemnify and save harmless the UNIVERSITY from and against any and all expenses, damages, claims, suits, actions, judgments and costs whatsoever, including reasonable attorney's fees, arising out of or in

any way connected with any claim or action for property loss, personal injury or death resulting from said television and radio show.

- (e) The COACH is an independent contractor during said broadcast activities and, as a University employee will undertake to observe all general rules and policies of the UNIVERSITY. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.
- (f) The COACH will notify the DIRECTOR of any problems that may arise from the television and/or radio show.


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

6.0 Camps and Clinics

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

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

- (a) COACH will be required to sign a separate agreement through the appropriate University department as it relates to the operation of such camp(s). Facility and other fees required as part of this separate agreement will be consistent with the fees charged to other independent contractors for similar facilities and/or consistent with policies in place at the time the separate agreement is signed.
- (b) Special set-ups or changes in original set-up of facilities will be taken care of by the COACH with no cost to the University.
- (c) The COACH agrees to pay the University all out-of-pocket costs incurred by the University in making the facilities available for the camps.
- (d) The COACH agrees to secure a policy of insurance in a company approved by the

5 Coach Initial: LA Admin Initial: 

University's Risk Management Office under which the Board of Supervisors of the University of Louisiana System, the University, its agents and servants, are named as the insured (or as an additional insured) which provides:

- 1) Workers Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage if COACH hires any employees to work at such camps or clinics.
 - 2) Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
- (e) Annual leave shall be requested to cover the dates and times of the camp operation for all University personnel involved.
 - (f) Complete records will be maintained regarding income and expenditures associated with said camp and available for verification by University auditors.
 - (g) The COACH agrees to protect, indemnify and save harmless the University from and against any and all expenses, damages, claims, suits, actions, judgments and costs whatsoever, including reasonable attorney's fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death during the operation of said camp activities.
 - (h) The COACH is an independent contractor during said camp activities and, as such, is licensed to use certain facilities of the University. The COACH, as a University employee, will undertake to observe and require campers and its staff to conform to the general rules applicable to the use of University facilities. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.
 - (i) The DIRECTOR and the Director of Auxiliary Services will be the administrative officers of the University who will be advised by the COACH of any problems or questions, which may arise out of the operation of summer camps.

7.0 Employee Benefits

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

7.2 Courtesy/Leased Vehicle Benefit

- (a) COACH may receive a courtesy/leased vehicle if an arrangement can be made through a local dealership. The benefit shall not be considered earned income for

the purpose of computation of retirement benefits, and COACH shall be responsible for all applicable taxes. The University has no obligation to furnish a vehicle to COACH. The arrangements for a vehicle shall be made by the Athletics Director.

- (1) Should a courtesy/leased vehicle arrangement not be available with a local dealership, COACH may receive a monthly monetary allowance not to exceed \$500 toward the expense of a vehicle. Funding for the allowance must originate from sources outside of the University upon signature of this agreement. The University will disburse the allowance to COACH in equal monthly installments using University normal payroll procedures. The COACH agrees to abide by all rules and regulations as outlined in PPM 49.
- (b) Insurance on any courtesy/leased vehicle must be paid for by the dealership, the COACH, or some other arrangement agreed to by the Athletics Director.
- (c) The COACH may be reimbursed for miles driving the courtesy/leased vehicle on school-sponsored business as authorized and approved following the University of Louisiana System Athletic Travel Policy No. IA-V.(2a).

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

8.0 Outside Income-Subject to Compliance with Board Rules

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

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

income or benefits from (1) endorsement or consultation contracts with apparel companies, equipment manufacturers, or television or radio programs; (2) ownership, control, or management of a foundation, organization, or other entity; and (3) participation in athletic camps outside of those offered by UNIVERSITY (see Bylaw 11.2.2).

9.0 Apparel, Equipment Endorsements

The UNIVERSITY shall receive and then pay to COACH any funds for which he/she is responsible in obtaining for the UNIVERSITY through his/her endorsements of show, apparel or equipment manufacturers. The benefits shall not be considered earned income for the purpose of computation of retirement benefits and COACH shall be responsible for all applicable taxes. Any payments received shall not be in conflict with University policies, the University of Louisiana System policies, or the laws of the State of Louisiana.

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

10.0 Compliance with NCAA, Conference and University Rules

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

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

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

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

11.0 Title IX and Sexual Misconduct Policy Reporting and Compliance

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

11.2 The University may terminate this Agreement for cause pursuant to the for-cause-

9 Coach Initial: LA Admin Initial: 

termination provisions of this Agreement for any determined violation by COACH for failure to report a Known Violation of:

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

12.0 Coaching Staff

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

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

13.0 Termination

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

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

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

10 Coach Initial: LA Admin Initial: 

- (a) Misconduct, including but not limited to: hostile workplace violations, documented acts of moral turpitude, acts of violence and aggression, and insubordination.
- (b) Misconduct that: (1) violates state or University ethics laws, rules or regulations; (2) offends the ethics or traditions of the University; or (3) brings discredit or harm to the reputation of the University. This would include speaking negatively in the community about the UNIVERSITY, its Administration, and/or Staff.
- (c) Acts of violence or personal conduct, or condoning or encouraging employees or student-athletes in such conduct, which may not warrant criminal prosecution but result in public disrepute, contempt, scandal or ridicule that reflects unfavorably upon the reputation or mission of the University.
- (d) Substantial and manifest incompetence
- (e) Violation or gross disregard of state or federal laws
- (f) Deliberate and serious violations of NCAA, conference, or UNIVERSITY rules, regulations, policies or procedures.
- (g) Failure to promote an atmosphere of compliance pursuant to NCAA Bylaw 11.1.1.1
- (h) Unethical conduct pursuant to NCAA Bylaw 10.1
- (i) The team's multi-year APR falling below the NCAA minimum at any time during this contract.
- (j) Any determined violation of Title IX of the Education Amendments of 1972.

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

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


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

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

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

14.0 Fundraising

All fundraising activities by COACH must be pre-approved by the DIRECTOR, or his/her designee, to ensure that such activities are in compliance with University policies as set forth by the Athletics Department, the Office of University Advancement and the Lion Athletics Association.

12 Coach Initial: LA Admin Initial: 

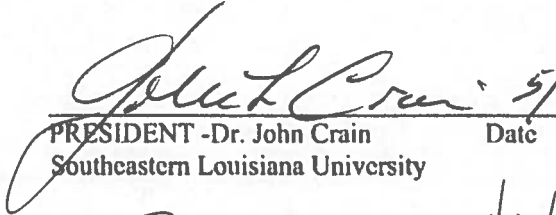
COACH is responsible for meeting the fundraising amount set by the DIRECTOR in each fiscal year. Failing to meet fundraising goals each fiscal year set by the DIRECTOR may be cause for termination of this contract with cause.

15.0 Force Majeure

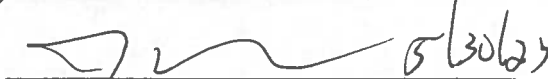
Neither party shall be considered in default performance of his or its obligations under this Agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith,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

16.0 Severability

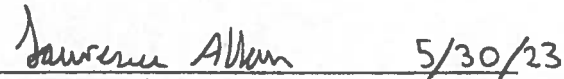
If any provision of this Agreement shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or to alter the bounds thereof in order to render it valid and enforceable.

 5/30/23

PRESIDENT -Dr. John Crain Date
Southeastern Louisiana University

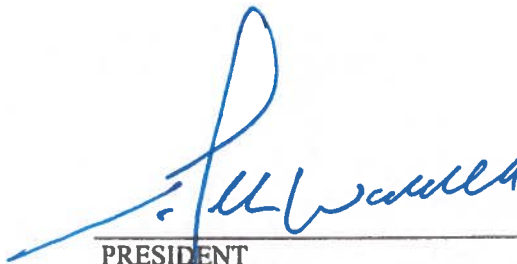
 5/30/23

Jay Artigues Date
DIRECTOR OF ATHLETICS

 5/30/23

Lawrence Allan Date
HEAD GOLF COACH

13 Coach Initial: LA Admin Initial: LA


PRESIDENT _____ Date 5/30/23
LION ATHLETICS ASSOCIATION

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

SECRETARY - BOARD OF SUPERVISORS

14 Coach Initial: LA Admin Initial: 

STATE OF LOUISIANA
PARISH OF TANGIPAHOA

BETWEEN:

Southeastern Louisiana University AND
Lion Athletics Association AND
HEAD GOLF COACH

AGREEMENT
HEAD GOLF COACH

This is an agreement between the Lions Athletic Association, Southeastern Louisiana University, and Lawrence Allan the University HEAD GOLF COACH.

1.


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

2.

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

3.

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

15 Coach Initial: LA Admin Initial: 

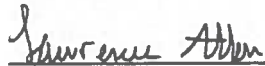
Entered into this _____ day of _____, 20__.



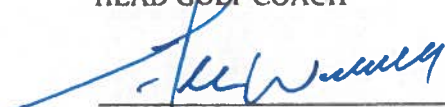
PRESIDENT -Dr. John Crain Date
Southeastern Louisiana University

 5/30/23

Jay Artigues Date
ATHLETICS DIRECTOR



Lawrence Allan 5/30/23
HEAD GOLF COACH Date

 5/30/23

PRESIDENT Date
LION ATHLETICS ASSOCIATION

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

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

16 Coach Initial: _____ Admin Initial: 

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

ATHLETIC COMMITTEE

June 22, 2023

Item G.10. Southeastern Louisiana University's request for approval of contractual agreements between various Associate/Assistant Coaches, Southeastern Louisiana University, and the Lion Athletics Association.

EXECUTIVE SUMMARY

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

- **Alania Fremin, Assistant Softball Coach** - Under the proposed agreement from July 1, 2023 through May 30, 2024, Assistant Coach's annual salary is \$25,389.
- **Katherine Godwin, Assistant Softball Coach** - Under the proposed agreement from July 1, 2023 through May 30, 2024, Assistant Coach's annual salary is \$32,550.
- **Jack Hartley, Assistant Women's Soccer Coach** - Under the proposed agreement from July 1, 2023 through November 30, 2024, Assistant Coach's annual salary is \$30,951.
- **Charles Lenford, Assistant Track and Field Coach** - Under the proposed agreement from July 1, 2023 through June 30, 2024, Assistant Coach's annual salary is \$35,200.
- **Kenneth Lee, Associate Women's Basketball Coach** - Under the proposed agreement from July 1, 2023 through June 30, 2024, Associate's Coach's annual salary is \$63,184.
- **Van Kyle Roane, Associate Men's Basketball Coach** - Under the proposed agreement from July 1, 2023 through April 30, 2024, Associate's Coach's annual salary is \$84,490.
- **Collin Wilson, Associate Women's Volleyball Coach** - Under the proposed agreement from June 1, 2023 through May 30, 2024, Associate's Coach's annual salary is \$45,000.

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves Southeastern Louisiana University's request for approval of contracts with the following Associate/Assistant Coaches: Alania Fremin, Assistant Softball Coach; Katherine Godwin, Assistant Softball Coach; Jack Hartley, Assistant Women's Soccer Coach; Charles Lenford, Assistant Track and Field Coach; Kenneth Lee, Associate Women's Basketball Coach; Van Kyle Roane, Associate Men's Basketball Coach; and Collin Wilson, Associate Women's Volleyball Coach.*



G.10.

June 1, 2023

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

Re: Athletics Coaches Contracts

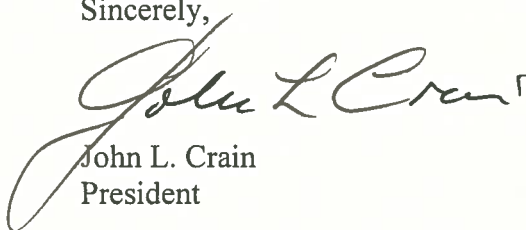
Dear Dr. Henderson:

Southeastern Louisiana University respectfully requests the following athletics coaches' contracts be placed on the agenda for the June 2023 meeting of the Board of Supervisors.

- Head Golf Coach, Lawrence Allen
- Various Assistant Coach Contracts
 - Assistant Softball Coach, Alana Fremin
 - Assistant Softball Coach, Katherine Godwin
 - Assistant Woman's Soccer Coach, Jack Hartley
 - Assistant Track and Field Coach, Charles Lenford, Jr.
- Various Associate Coach Contracts
 - Associate Women's Basketball Coach, Kenneth Lee
 - Associate Men's Basketball Coach, Van Kyle Roane
 - Associate Women's Volleyball Coach, Collin Wilson

Your consideration of this request is greatly appreciated.

Sincerely,



John L. Crain
President

Attachments

**CONTRACT OF EMPLOYMENT
ASSISTANT SOFTBALL COACH**

**STATE OF LOUISIANA
PARISH OF TANGIPAHOA**

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

1.0 Employment

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

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

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



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

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

2.0 Term

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

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

3.0 Compensation

3.1 In consideration of ASSISTANT COACH 'S services and satisfactory performance of this agreement, the UNIVERSITY shall pay ASSISTANT COACH a base annual salary of \$25,389 for the term of this agreement on a bi-weekly basis.

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

in the unclassified staff service.

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

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

4.0 Employee Benefits

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

4.2 Courtesy/Leased Vehicle Benefit

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

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

5.0 Outside Income-Subject to Compliance with Board Rules

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

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

6.0 Compliance with NCAA, Conference and University Rules

6.1 ASSISTANT COACH shall abide by the rules and regulations of the NCAA, Conference and University rules, Board of Supervisor rules, and the Laws of the State of Louisiana. ASSISTANT COACH shall also promote an atmosphere of compliance and monitor the

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

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

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

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

7.0 Title IX and Sexual Misconduct Policy Reporting and Compliance

7.1 ASSISTANT COACH shall promptly report to the University's Title IX

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

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

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

8.0 Termination

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

- (a) The University shall pay the amount of base salary owed to ASSISTANT COACH as outlined in Section 3.1 and 3.2 from the date of termination to

the end of the fiscal year in which the ASSISTANT COACH is terminated.

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

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

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



rules, regulations, policies or procedures.

- (g) Failure to promote an atmosphere of compliance pursuant to NCAA Bylaw 11.1.1
- (h) Unethical conduct pursuant to NCAA Bylaw 10.1
- (i) Any determined violation of Title IX of the Education Amendments of 1972.

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

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

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

8.6 ASSISTANT COACH may be terminated at any time due to the financial circumstances in which the University and/or the University of Louisiana System has declaration of financial exigency. Such a termination can be based on consideration of budgetary restrictions,



and priorities for maintenance of program and services. In the event of such termination, ASSISTANT COACH will receive a 90 calendar day notice of termination or 90 days of regular pay in lieu of such notice, as determined by the UNIVERSITY. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination.

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

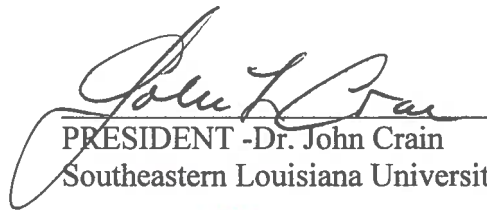
9.0 Force Majeure

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

10.0 Severability

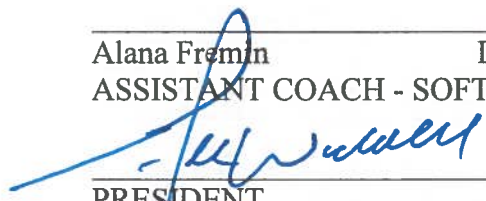
If any provision of this Agreement shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or to alter the bounds thereof in order to render it valid and enforceable.



 5/30/23
PRESIDENT -Dr. John Crain Date
Southeastern Louisiana University

 5/30/23
Jay Artigues Date
DIRECTOR OF ATHLETICS

Alana Frémoin Date
ASSISTANT COACH - SOFTBALL

 5/30/23
PRESIDENT Date
LION ATHLETICS ASSOCIATION

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

SECRETARY - BOARD OF SUPERVISORS

STATE OF LOUISIANA
PARISH OF TANGIPAHOA

BETWEEN:
Southeastern Louisiana University AND
Lion Athletics Association AND
ASSISTANT SOFTBALL COACH

AGREEMENT
ASSISTANT SOFTBALL COACH

This is an agreement between the Lions Athletic Association, Southeastern Louisiana University, and Alana Fremin, the University ASSISTANT SOFTBALL COACH.

1.0

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

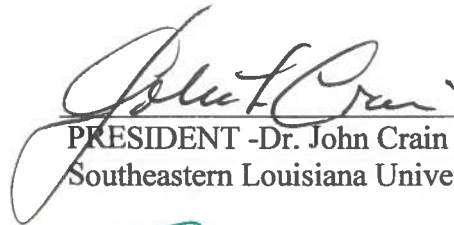
2.0

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

3.0

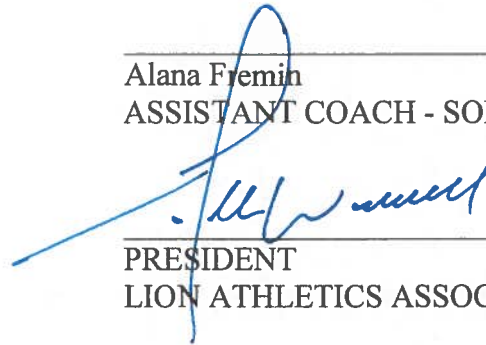
The Lion Athletics Association and ASSISTANT SOFTBALL Coach hereby acknowledge that they have been provided a copy of this agreement and the ASSISTANT COACH's contract, and all agree to be bound by the terms of each agreement.

Entered into this _____ day of _____, 20__.

 5/31/23
PRESIDENT -Dr. John Crain Date
Southeastern Louisiana University

 5/30/23
Jay Artigues Date
ATHLETICS DIRECTOR


Alana Fremin Date
ASSISTANT COACH - SOFTBALL

 5/30/23
PRESIDENT Date
LION ATHLETICS ASSOCIATION

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

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

**CONTRACT OF EMPLOYMENT
ASSISTANT SOFTBALL COACH**

**STATE OF LOUISIANA
PARISH OF TANGIPAHOA**

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

1.0 Employment

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

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

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

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

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

2.0 Term

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

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

3.0 Compensation

3.1 In consideration of ASSISTANT COACH ’S services and satisfactory performance of this agreement, the UNIVERSITY shall pay ASSISTANT COACH a base annual salary of \$32,550 for the term of this agreement on a bi-weekly basis.

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

in the unclassified staff service.

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

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

4.0 Employee Benefits

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

4.2 Courtesy/Leased Vehicle Benefit

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

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

5.0 Outside Income-Subject to Compliance with Board Rules

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

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

6.0 Compliance with NCAA, Conference and University Rules

6.1 ASSISTANT COACH shall abide by the rules and regulations of the NCAA, Conference and University rules, Board of Supervisor rules, and the Laws of the State of Louisiana. ASSISTANT COACH shall also promote an atmosphere of compliance and monitor the

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

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

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

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

7.0 Title IX and Sexual Misconduct Policy Reporting and Compliance

7.1 ASSISTANT COACH shall promptly report to the University's Title IX

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

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

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

8.0 Termination

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

- (a) The University shall pay the amount of base salary owed to ASSISTANT COACH as outlined in Section 3.1 and 3.2 from the date of termination to

the end of the fiscal year in which the ASSISTANT COACH is terminated.

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

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

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

rules, regulations, policies or procedures.

- (g) Failure to promote an atmosphere of compliance pursuant to NCAA Bylaw 11.1.1
- (h) Unethical conduct pursuant to NCAA Bylaw 10.1
- (i) Any determined violation of Title IX of the Education Amendments of 1972.

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

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

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

8.6 ASSISTANT COACH may be terminated at any time due to the financial circumstances in which the University and/or the University of Louisiana System has declaration of financial exigency. Such a termination can be based on consideration of budgetary restrictions,

and priorities for maintenance of program and services. In the event of such termination, ASSISTANT COACH will receive a 90 calendar day notice of termination or 90 days of regular pay in lieu of such notice, as determined by the UNIVERSITY. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination.

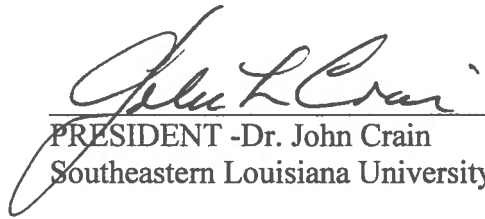
8.7 Any violation of this contract is grounds for dismissal with cause.

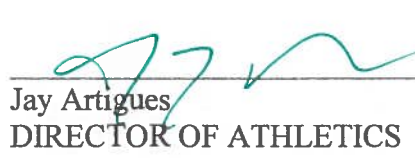
9.0 Force Majeure


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

10.0 Severability

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

 5/31/23
PRESIDENT -Dr. John Crain Date
Southeastern Louisiana University

 5/30/23
Jay Artigues Date
DIRECTOR OF ATHLETICS

 05/30/2023
Katherine Godwin Date
ASSISTANT COACH - SOFTBALL

 5/30/23
PRESIDENT Date
LION ATHLETICS ASSOCIATION

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

SECRETARY - BOARD OF SUPERVISORS

STATE OF LOUISIANA
PARISH OF TANGIPAHOA

BETWEEN:
Southeastern Louisiana University AND
Lion Athletics Association AND
ASSISTANT SOFTBALL COACH

AGREEMENT
ASSISTANT SOFTBALL COACH

This is an agreement between the Lions Athletic Association, Southeastern Louisiana University, and Katherine Godwin, the University ASSISTANT SOFTBALL COACH.

1.0

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

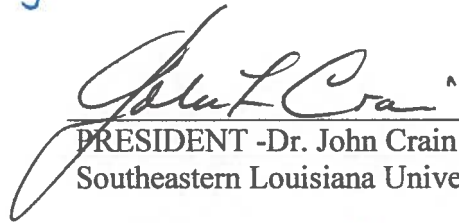
2.0

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


3.0

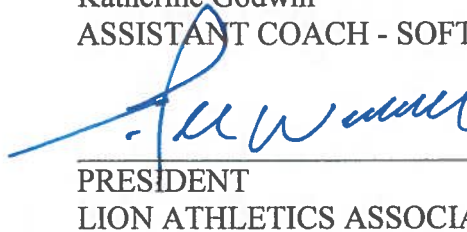
The Lion Athletics Association and ASSISTANT SOFTBALL Coach hereby acknowledge that they have been provided a copy of this agreement and the ASSISTANT COACH's contract, and all agree to be bound by the terms of each agreement.

Entered into this 30 day of May, 2023.


PRESIDENT -Dr. John Crain Date 5/30/23
Southeastern Louisiana University


Jay Artigues Date 5/30/23
ATHLETICS DIRECTOR


Katherine Godwin Date 05/30/2023
ASSISTANT COACH - SOFTBALL


PRESIDENT Date 5/30/23
LION ATHLETICS ASSOCIATION

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

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

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

**STATE OF LOUISIANA
PARISH OF TANGIPAHOA**

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

1.0 Employment

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

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

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

1 Coach Initial: JH Admin Initial: [Signature]

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

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

2.0 Term

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

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

3.0 Compensation

3.1 In consideration of ASSISTANT COACH 'S services and satisfactory performance of this agreement, the UNIVERSITY shall pay ASSISTANT COACH a base annual salary of \$30,951 for the term of this agreement on a bi-weekly basis.

3.2 The ASSISTANT COACH may be eligible for annual cost of living or merit pay

increases in addition to the stated base salary. The ASSISTANT COACH is also subject to pay adjustments according to economic circumstances that affect all similarly compensated employees in the unclassified staff service.

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

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

4.0 Employee Benefits

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

4.2 Courtesy/Leased Vehicle Benefit

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

4.3 For each WOMEN'S SOCCER season, ASSISTANT COACH shall be entitled to

a total of four (4) tickets per home WOMEN'S SOCCER game and two (2) tickets to all other regular season home athletics competitions.

5.0 Outside Income-Subject to Compliance with Board Rules

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

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

6.0 Compliance with NCAA, Conference and University Rules

6.1 ASSISTANT COACH shall abide by the rules and regulations of the NCAA,

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

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

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

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

7.0 Title IX and Sexual Misconduct Policy Reporting and Compliance

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

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

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

8.0 Termination

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

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

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

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

- (e) Violation or gross disregard of state or federal laws
- (f) Deliberate and serious violations of NCAA, conference, or UNIVERSITY rules, regulations, policies or procedures.
- (g) Failure to promote an atmosphere of compliance pursuant to NCAA Bylaw 11.1.1
- (h) Unethical conduct pursuant to NCAA Bylaw 10.1
- (i) Any determined violation of Title IX of the Education Amendments of 1972.

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

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

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

8.6 ASSISTANT COACH may be terminated at any time due to the financial

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

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

9.0 Force Majeure

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

10.0 Severability

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

John Crain 5/31/23
PRESIDENT -Dr. John Crain Date
Southeastern Louisiana University

Jay Artigues 5/30/23
Jay Artigues Date
DIRECTOR OF ATHLETICS

J. Harley 5-30-2023
Jack Harley Date
ASSISTANT COACH - WOMEN'S SOCCER

John Wood 5-30-23
PRESIDENT Date
LION ATHLETICS ASSOCIATION

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

SECRETARY - BOARD OF SUPERVISORS

BETWEEN:

STATE OF LOUISIANA
PARISH OF TANGIPAHOA

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

AGREEMENT
ASSISTANT WOMEN'S SOCCER COACH

This is an agreement between the Lions Athletic Association, Southeastern Louisiana University, and Jack Hartley the University ASSISTANT WOMEN'S SOCCER COACH.

1.0

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

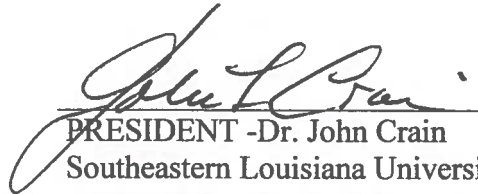
2.0

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


3.0

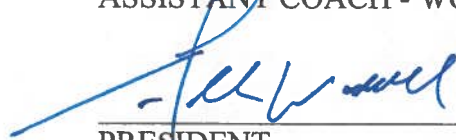
The Lion Athletics Association and ASSISTANT SPORT Coach hereby acknowledge that they have been provided a copy of this agreement and the ASSISTANT COACH's contract, and all agree to be bound by the terms of each agreement.

Entered into this _____ day of _____, 20__.

 5/28/23
PRESIDENT -Dr. John Crain Date
Southeastern Louisiana University

 5/30/23
Jay Artigues Date
ATHLETICS DIRECTOR

 5-30-2023
Jack Hartley Date
ASSISTANT COACH - WOMEN'S SOCCER

 5-30-23
PRESIDENT Date
LION ATHLETICS ASSOCIATION

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

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

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

**STATE OF LOUISIANA
PARISH OF TANGIPAHOA**

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

1.0 Employment

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

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

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

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

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

2.0 Term

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

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

3.0 Compensation

3.1 In consideration of ASSISTANT COACH 'S services and satisfactory performance of this agreement, the UNIVERSITY shall pay ASSISTANT COACH a base annual salary of \$35,200 for the term of this agreement on a bi-weekly basis.

3.2 The ASSISTANT COACH may be eligible for annual cost of living or merit pay

increases in addition to the stated base salary. The ASSISTANT COACH is also subject to pay adjustments according to economic circumstances that affect all similarly compensated employees in the unclassified staff service.

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

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

4.0 Employee Benefits

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

4.2 Courtesy/Leased Vehicle Benefit

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

4.3 For each TRACK AND FIELD season, ASSISTANT COACH shall be entitled to

a total of four (4) tickets per home TRACK AND FIELD game and two (2) tickets to all other regular season home athletics competitions.

5.0 Outside Income-Subject to Compliance with Board Rules

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

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

6.0 Compliance with NCAA, Conference and University Rules

6.1 ASSISTANT COACH shall abide by the rules and regulations of the NCAA,

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

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

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

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

7.0 Title IX and Sexual Misconduct Policy Reporting and Compliance

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

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

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

8.0 Termination

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

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

8.2 ASSISTANT COACH may be terminated by the HEAD TRACK AND FIELD COACH for cause at any time for:

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

- (e) Violation or gross disregard of state or federal laws
- (f) Deliberate and serious violations of NCAA, conference, or UNIVERSITY rules, regulations, policies or procedures.
- (g) Failure to promote an atmosphere of compliance pursuant to NCAA Bylaw 11.1.1
- (h) Unethical conduct pursuant to NCAA Bylaw 10.1
- (i) Any determined violation of Title IX of the Education Amendments of 1972.

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

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

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

8.6 ASSISTANT COACH may be terminated at any time due to the financial

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

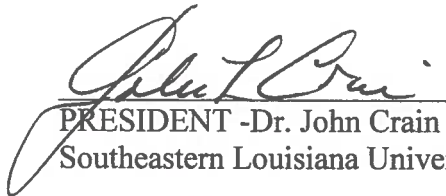
8.7 Any violation of this contract is grounds for dismissal with cause.

9.0 Force Majeure

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

10.0 Severability

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

 5/30/23
PRESIDENT -Dr. John Crain Date
Southeastern Louisiana University

 5/30/23
Jay Artigues Date
DIRECTOR OF ATHLETICS

 5/30/23
Charles Lenford, Jr. Date
ASSISTANT COACH - TRACK AND FIELD

 5/30/23
PRESIDENT Date
LION ATHLETICS ASSOCIATION

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

SECRETARY - BOARD OF SUPERVISORS

BETWEEN:

STATE OF LOUISIANA
PARISH OF TANGIPAHOA

Southeastern Louisiana University AND
Lion Athletics Association AND
ASSISTANT TRACK AND FIELD COACH

AGREEMENT
ASSISTANT TRACK AND FIELD COACH

This is an agreement between the Lions Athletic Association, Southeastern Louisiana University, and Charles Lenford, Jr., the University ASSISTANT TRACK AND FIELD COACH.

1.0

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

2.0

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

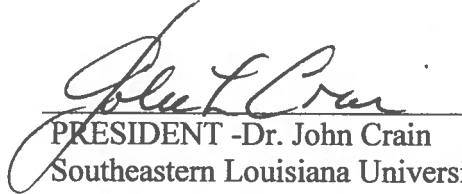
3.0

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

11

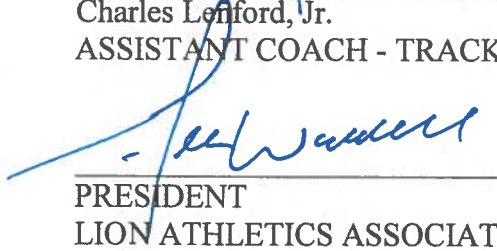
Coach Initial: U Admin Initial: [Signature]

Entered into this _____ day of _____, 20__.

 5/30/23
PRESIDENT -Dr. John Crain Date
Southeastern Louisiana University

 5/30/23
Jay Artigues Date
ATHLETICS DIRECTOR

 5/30/23
Charles Leford, Jr. Date
ASSISTANT COACH - TRACK AND FIELD

 5/30/23
PRESIDENT Date
LION ATHLETICS ASSOCIATION

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

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

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

**STATE OF LOUISIANA
PARISH OF TANGIPAHOA**

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

1.0 Employment

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

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

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

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

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

2.0 Term

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

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

3.0 Compensation

3.1 In consideration of ASSOCIATE COACH 'S services and satisfactory performance of this agreement, the UNIVERSITY shall pay ASSOCIATE COACH a base annual salary of \$63,184 for the term of this agreement on a bi-weekly basis.

3.2 The ASSOCIATE COACH may be eligible for annual cost of living or merit pay

increases in addition to the stated base salary. The ASSOCIATE COACH is also subject to pay adjustments according to economic circumstances that affect all similarly compensated employees in the unclassified staff service.

3.3 The Lion Athletic Association (LAA) agreed to fund \$11,177 of the Associate Coach's base annual salary.

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

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

4.0 Employee Benefits

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

4.2 Courtesy/Leased Vehicle Benefit

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

by all rules and regulations as outlined in PPM 49.

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

5.0 Outside Income-Subject to Compliance with Board Rules

5.1 The ASSOCIATE 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. ASSOCIATE COACH shall be entitled to retain revenue generated from his/her operation of WOMEN'S BASKETBALL camps and/or clinics in accordance with University policy relating to camps or clinics conducted by Athletics Department personnel. All outside income will be subject to approval in accordance with state law and the policies of the Board of Supervisors for the University of Louisiana System.

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

6.0 Compliance with NCAA, Conference and University Rules

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

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

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

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

7.0 Title IX and Sexual Misconduct Policy Reporting and Compliance

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

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

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

8.0 Termination

8.1 The HEAD WOMEN'S BASKETBALL COACH may recommend termination of ASSOCIATE COACH to the President with the approval of the Athletic Director. In the event the UNIVERSITY terminates the Contract without cause, the ASSOCIATE COACH shall be entitled to the base salary specified in Section 3.1 and Section 3.2 for the remainder of the term

specified in Section 2.1. If the University chooses to terminate the ASSOCIATE COACH at any time during this contract, payments to the coach will be made as follows:

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

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

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

University.

- (d) Substantial and manifest incompetence
- (e) Violation or gross disregard of state or federal laws
- (f) Deliberate and serious violations of NCAA, conference, or UNIVERSITY rules, regulations, policies or procedures.
- (g) Failure to promote an atmosphere of compliance pursuant to NCAA Bylaw 11.1.1
- (h) Unethical conduct pursuant to NCAA Bylaw 10.1
- (i) Any determined violation of Title IX of the Education Amendments of 1972.

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

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

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

upon termination.

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

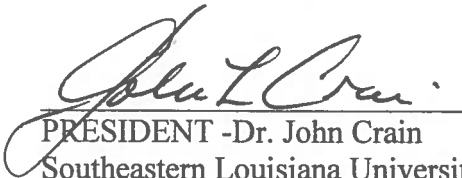
8.7 Any violation of this contract is grounds for dismissal with cause.

9.0 Force Majeure

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

10.0 Severability

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

 5/31/23
PRESIDENT -Dr. John Crain Date
Southeastern Louisiana University

 5/30/23
Jay Arrigues Date
DIRECTOR OF ATHLETICS

 5/30/23
Kenneth Lee, Jr. Date
ASSOCIATE COACH - WOMEN'S BASKETBALL

 5/30/23
PRESIDENT Date
LION ATHLETICS ASSOCIATION

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

SECRETARY - BOARD OF SUPERVISORS

BETWEEN:

STATE OF LOUISIANA

Southeastern Louisiana University AND

PARISH OF TANGIPAHOA

Lion Athletics Association AND

ASSOCIATE WOMEN'S BASKETBALL COACH

AGREEMENT
ASSOCIATE WOMEN'S BASKETBALL COACH

This is an agreement between the Lions Athletic Association, Southeastern Louisiana University, and Kenneth Lee, Jr. the University ASSOCIATE WOMEN'S BASKETBALL COACH.

1.0

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

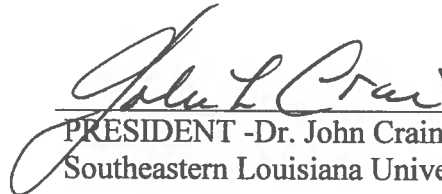
2.0

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

3.0

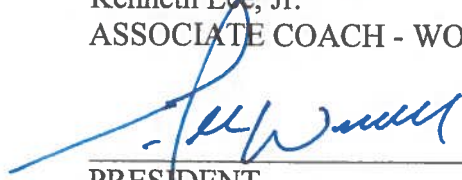
The Lion Athletics Association and ASSOCIATE WOMEN'S BASKETBALL Coach hereby acknowledge that they have been provided a copy of this agreement and the ASSOCIATE COACH's contract, and all agree to be bound by the terms of each agreement.

Entered into this _____ day of _____, 20__.

 5/24/23
PRESIDENT -Dr. John Crain Date
Southeastern Louisiana University

 5/30/23
Jay Artigues Date
ATHLETICS DIRECTOR

 5/30/23
Kenneth Lee, Jr. Date
ASSOCIATE COACH - WOMEN'S BASKETBALL

 5/30/23
PRESIDENT Date
LION ATHLETICS ASSOCIATION

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

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

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

**STATE OF LOUISIANA
PARISH OF TANGIPAHOA**

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

1.0 Employment

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

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

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

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

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

2.0 Term

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

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

3.0 Compensation

3.1 In consideration of ASSOCIATE COACH 'S services and satisfactory performance of this agreement, the UNIVERSITY shall pay ASSOCIATE COACH a base annual salary of \$84,490 for the term of this agreement on a bi-weekly basis.

3.2 The ASSOCIATE COACH may be eligible for annual cost of living or merit pay

increases in addition to the stated base salary. The ASSOCIATE COACH is also subject to pay adjustments according to economic circumstances that affect all similarly compensated employees in the unclassified staff service.

3.3 The Lion Athletic Association agreed to fund \$7,000 of the Associate Coach's base annual salary.

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

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

4.0 Employee Benefits

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

4.2 Courtesy/Leased Vehicle Benefit

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

by all rules and regulations as outlined in PPM 49.

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

5.0 Outside Income-Subject to Compliance with Board Rules

5.1 The ASSOCIATE 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. ASSOCIATE COACH shall be entitled to retain revenue generated from his/her operation of MEN'S BASKETBALL camps and/or clinics in accordance with University policy relating to camps or clinics conducted by Athletics Department personnel. All outside income will be subject to approval in accordance with state law and the policies of the Board of Supervisors for the University of Louisiana System.

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

6.0 Compliance with NCAA, Conference and University Rules

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

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

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

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

7.0 Title IX and Sexual Misconduct Policy Reporting and Compliance

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

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

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

8.0 Termination

8.1 The HEAD MEN'S BASKETBALL COACH may recommend termination of ASSOCIATE COACH to the President with the approval of the Athletic Director. In the event the UNIVERSITY terminates the Contract without cause, the ASSOCIATE COACH shall be entitled to the base salary specified in Section 3.1 and Section 3.2 for the remainder of the term

specified in Section 2.1. If the University chooses to terminate the ASSOCIATE COACH at any time during this contract, payments to the coach will be made as follows:

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

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

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

University.

- (d) Substantial and manifest incompetence
- (e) Violation or gross disregard of state or federal laws
- (f) Deliberate and serious violations of NCAA, conference, or UNIVERSITY rules, regulations, policies or procedures.
- (g) Failure to promote an atmosphere of compliance pursuant to NCAA Bylaw 11.1.1
- (h) Unethical conduct pursuant to NCAA Bylaw 10.1
- (i) Any determined violation of Title IX of the Education Amendments of 1972.

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

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

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

upon termination.

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

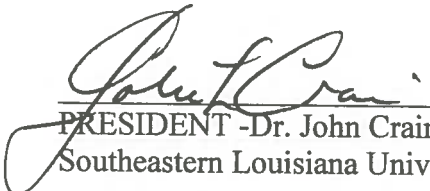
8.7 Any violation of this contract is grounds for dismissal with cause.

9.0 Force Majeure

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

10.0 Severability

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

 5/30/23
PRESIDENT -Dr. John Crain Date
Southeastern Louisiana University

 5/30/23
Jay Artigues Date
DIRECTOR OF ATHLETICS

 5/30/23
Van Kyle Roane Date
ASSOCIATE COACH - MEN'S BASKETBALL

 5/30/23
PRESIDENT Date
LION ATHLETICS ASSOCIATION

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

SECRETARY - BOARD OF SUPERVISORS

BETWEEN:

STATE OF LOUISIANA

Southeastern Louisiana University AND

PARISH OF TANGIPAHOA

Lion Athletics Association AND

ASSOCIATE MEN'S BASKETBALL COACH

AGREEMENT
ASSOCIATE MEN'S BASKETBALL COACH

This is an agreement between the Lions Athletic Association, Southeastern Louisiana University, and Van Kyle Roane, the University ASSOCIATE MEN'S BASKETBALL COACH.

1.0

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

2.0

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

3.0

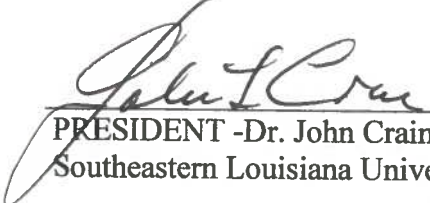
The Lion Athletics Association and ASSOCIATE MEN'S BASKETBALL Coach hereby acknowledge that they have been provided a copy of this agreement and the ASSOCIATE COACH's contract, and all agree to be bound by the terms of each agreement.

11

Coach Initial: KL

Admin Initial: TR


Entered into this _____ day of _____, 20__.



PRESIDENT -Dr. John Crain Date
Southeastern Louisiana University



Jay Artigues Date
ATHLETICS DIRECTOR



Van Kyle Roane Date
ASSOCIATE COACH - MEN'S BASKETBALL



PRESIDENT Date
LION ATHLETICS ASSOCIATION

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

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

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

**STATE OF LOUISIANA
PARISH OF TANGIPAHOA**

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

1.0 Employment

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

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

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

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

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

2.0 Term

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

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

3.0 Compensation

3.1 In consideration of ASSOCIATE COACH 'S services and satisfactory performance of this agreement, the UNIVERSITY shall pay ASSISTANT COACH a base annual salary of \$45,000 for the term of this agreement on a bi-weekly basis.

3.2 The ASSOCIATE COACH may be eligible for annual cost of living or merit pay

increases in addition to the stated base salary. The ASSOCIATE COACH is also subject to pay adjustments according to economic circumstances that affect all similarly compensated employees in the unclassified staff service.

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

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

4.0 Employee Benefits

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

4.2 Courtesy/Leased Vehicle Benefit

- (a) ASSOCIATE 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 ASSOCIATE COACH shall be responsible for all applicable taxes. The University has no obligation to furnish a vehicle to ASSOCIATE COACH. The arrangements for a vehicle must be made by the Athletic Director.
- (b) Insurance on any courtesy/leased vehicle must be paid for by the dealership, the ASSOCIATE COACH, or from some other arrangement agreed to by the Athletic Director.
- (c) The ASSOCIATE COACH may be reimbursed for miles driving the courtesy/leased vehicle on school-sponsored business as authorized and approved following the University of Louisiana System Athletic Travel Policy No. IA-V.(2a). The ASSOCIATE COACH further agrees to abide by all rules and regulations as outlined in PPM 49.

4.3 For each WOMEN'S VOLLEYBALL season, ASSOCIATE COACH shall be

entitled to a total of four (4) tickets per home WOMEN'S VOLLEYBALL game and two (2) tickets to all other regular season home athletics competitions.

5.0 Outside Income-Subject to Compliance with Board Rules

5.1 The ASSOCIATE 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. ASSOCIATE COACH shall be entitled to retain revenue generated from his/her operation of WOMEN'S VOLLEYBALL camps and/or clinics in accordance with University policy relating to camps or clinics conducted by Athletics Department personnel. All outside income will be subject to approval in accordance with state law and the policies of the Board of Supervisors for the University of Louisiana System.

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

6.0 Compliance with NCAA, Conference and University Rules

6.1 ASSOCIATE COACH shall abide by the rules and regulations of the NCAA,

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

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

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

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

7.0 Title IX and Sexual Misconduct Policy Reporting and Compliance

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

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

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

8.0 Termination

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

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

8.2 ASSOCIATE COACH may be terminated by the HEAD WOMEN'S VOLLEYBALL COACH for cause at any time for:

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

- (e) Violation or gross disregard of state or federal laws
- (f) Deliberate and serious violations of NCAA, conference, or UNIVERSITY rules, regulations, policies or procedures.
- (g) Failure to promote an atmosphere of compliance pursuant to NCAA Bylaw 11.1.1
- (h) Unethical conduct pursuant to NCAA Bylaw 10.1
- (i) Any determined violation of Title IX of the Education Amendments of 1972.

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

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

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

8.6 ASSOCIATE COACH may be terminated at any time due to the financial

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

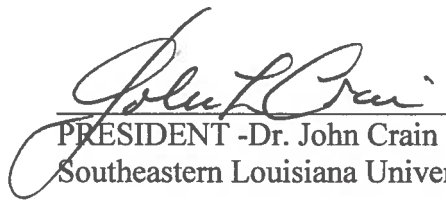
8.7 Any violation of this contract is grounds for dismissal with cause.

9.0 Force Majeure

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

10.0 Severability

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

 5/30/23
PRESIDENT -Dr. John Crain Date
Southeastern Louisiana University

 5/30/23
Jay Artigues Date
DIRECTOR OF ATHLETICS

 5/30/23
Collin Wilson Date
ASSOCIATE COACH - WOMEN'S VOLLEYBALL

 5/30/23
PRESIDENT Date
LION ATHLETICS ASSOCIATION

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

SECRETARY - BOARD OF SUPERVISORS

BETWEEN:

STATE OF LOUISIANA

Southeastern Louisiana University AND

PARISH OF TANGIPAHOA

Lion Athletics Association AND

ASSOCIATE WOMEN'S VOLLEYBALL COACH

AGREEMENT
ASSOCIATE WOMEN'S VOLLEYBALL COACH

This is an agreement between the Lions Athletic Association, Southeastern Louisiana University, and Collin Wilson the University ASSOCIATE WOMEN'S VOLLEYBALL COACH.

1.0

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

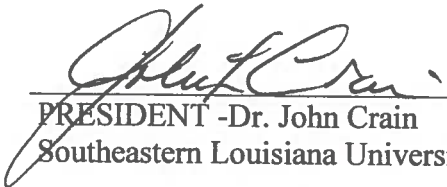
2.0

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


3.0

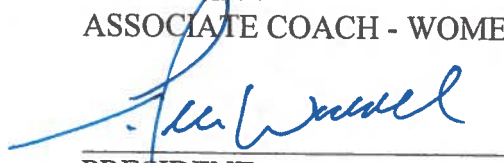
The Lion Athletics Association and ASSOCIATE WOMEN'S VOLLEYBALL Coach hereby acknowledge that they have been provided a copy of this agreement and the ASSOCIATE COACH's contract, and all agree to be bound by the terms of each agreement.

Entered into this _____ day of _____, 20__.

 5/30/23
PRESIDENT -Dr. John Crain Date
Southeastern Louisiana University

 5/30/23
Jay Artigues Date
ATHLETICS DIRECTOR

 5/30/23
Collin Wilson Date
ASSOCIATE COACH - WOMEN'S VOLLEYBALL

 5/30/23
PRESIDENT Date
LION ATHLETICS ASSOCIATION

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

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

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

ATHLETIC COMMITTEE

June 22, 2023

Item G.11. University of Louisiana at Monroe's request for approval of a contract with Mr. Tim Baldwin, Head Men's Golf Coach, effective June 1, 2023.

EXECUTIVE SUMMARY

Under the proposed agreement, effective through May 31, 2026, Coach will receive a base annual salary of \$63,814.51 from the University and a \$45 cell phone stipend. In addition to the base salary, the University of Louisiana at Monroe Athletic Foundation (ULMAF) will reimburse the University \$54,000 annually for Coach's role as a fundraiser for ULM Athletics and ULM Men's Golf. Coach will receive a club membership at Bayou DeSiard Country Club, and the ULMAF will pay the monthly membership fee. Finally, Coach will receive a monthly vehicle stipend of \$300 to be paid by the ULMAF.

ULMAF will pay Coach for the following accomplishments, if the team's annual Academic Progress Rate (APR) score is equal to or greater than 930:

- \$5,000 if Team wins the Sun Belt Conference tournament
- \$5,000 if Team receives an at-large NCAA bid
- \$5,000 if Team wins NCAA Regional
- \$3,500 if Team qualifies for NCAA Finals (Top 30)
- \$5,000 if Team makes Matchplay (Final)
- \$10,000 if Team wins NCAA Championship
- \$2,500 if Coach is named Sun Belt Conference of the Year
- \$1,000 if Team's annual APR is 950 or greater

In the event the University terminates the contract without cause, Coach shall be entitled to the base salary due for the remainder of the current fiscal year or a sum equivalent to three months of base salary, whichever is less. The University may reassign Coach to another suitable position at the University for the remainder of the fiscal year.

In the event the Coach terminates the contract without cause to become head men's golf coach elsewhere, the University shall be entitled to the base salary due for the remainder of the current fiscal year or a sum equivalent to three months of base salary, whichever is less.

RECOMMENDATION

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Monroe's request for approval of a contract with Mr. Tim Baldwin, Head Men's Golf Coach, effective June 1, 2023.*



Office of the President

University Library 632 | 700 University Avenue | Monroe, LA 71209
P 318.342.1010 | F 318.342.1019

June 1, 2023

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

Dear Dr. Henderson:

Pursuant to Board of Supervisors policy, I am requesting the consideration and approval of the contract and MOU for Tim Baldwin, Head Men's Golf Coach, at the University of Louisiana Monroe effective February 1, 2023.

Thank you for your consideration.

Sincerely,

A handwritten signature in cursive script that reads 'R. Berry'.

Ronald L. Berry, D.B.A.
President

#TAKEFLIGHT

**CONTRACT OF EMPLOYMENT
HEAD MEN’S GOLF COACH**

STATE OF LOUISIANA

PARISH OF OUACHITA

This agreement is made and entered into effective as of the 1st day of June, 2023 between the **University of Louisiana at Monroe** (hereinafter referred to as “UNIVERSITY”) and through its President, and **Tim Baldwin** (hereinafter referred to as “COACH”). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System (hereinafter referred to as “Board”), the management board for the University of Louisiana at Monroe, and therefore the terms and conditions set forth in this agreement are not binding upon the parties until approval of the Board is obtained. The University of Louisiana at Monroe Athletic Foundation, Inc. (hereinafter referred to as the “Foundation”) joins in this agreement consenting to the obligations incurred by the Foundation.

1.0 Employment

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

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

1.3 COACH shall manage and supervise the team and shall perform such other duties in the University's athletic program as the Athletic Director may reasonably assign, including performing the duties of Director of Golf – an at-will designation/position.

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

2.0 Term

2.1 The term of this agreement is for a fixed period commencing on June 1, 2023, and terminating without further notice to COACH on May 31, 2026, unless sooner terminated or extended under the terms of this agreement.

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

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

3.0 Compensation

3.1 In consideration of COACH'S services as Head Men's Golf Coach and satisfactory performance of this agreement, UNIVERSITY shall pay COACH a base annual salary of \$63,814.51 (pro-rated for partial years), for the term of this agreement, payable on a bi-weekly basis.

3.2 Subject to the terms and conditions set forth in this paragraph, UNIVERSITY shall pay COACH a supplemental annual salary of \$54,000 (pro-rated for partial years) effective June 1, 2023 through May 31, 2026, all payable on a bi-weekly basis, in consideration of COACH performing the scope of work (fundraising-related deliverables), on behalf of the University, as outlined in a reimbursement agreement between the UNIVERSITY and FOUNDATION (and acknowledged by COACH) (hereinafter referred to as “MOU” with said MOU being attached hereto and incorporated herein as if fully restated in this Agreement). COACH further understands, agrees, and acknowledges that UNIVERSITY shall have no further obligation whatsoever to COACH for payment of the compensation described in this subparagraph in the event of termination of this Agreement, reassignment of COACH to another position at the University, and/or termination of the MOU; that the MOU may be terminated by either party upon thirty-days (30) written notice to the other party; and that COACH shall immediately cease performing the scope of services upon the occurrence of any such event(s).

3.3 COACH may be eligible for cost of living or merit pay increases from the University in addition to the stated UNIVERSITY base salary. The COACH is also subject to pay adjustments according to economic circumstances that affect all employees in the unclassified state service, provided that such pay adjustment can be sustained from the budget for intercollegiate athletics as determined by the UNIVERSITY in its sole discretion. Any such pay increases or pay adjustments shall be calculated on or against the base salary described in sub-paragraph 3.1 of this Agreement.

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

3.5 Indemnification and Hold Harmless of University. By signing this Agreement,

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

4.0 Employee Benefits

4.1 COACH shall participate in the mandatory benefit plan and be eligible for optional employee plans as would any other UNIVERSITY unclassified employee. Such benefit will be based upon COACH's total annual salary as provided by the UNIVERSITY under paragraphs 3.1 and 3.2 of this Agreement.

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

4.3 COACH shall receive a club membership at Bayou DeSaird Country Club. The monthly membership fee will be provided by the FOUNDATION.

4.4 COACH shall receive a monthly automobile stipend of \$300 to be paid by the Foundation. This benefit shall not be considered earned income for the purpose of computation of retirement benefits, and Coach shall be responsible for all applicable taxes.

5.0 Performance Incentives

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

- (a) \$5,000 if Team wins the Sun Belt Conference Tournament
- (b) \$5,000 if Team receives an at-large NCAA bid

- (c) \$5,000 if Team wins NCAA Regional
- (d) \$3,500 if Team qualifies for NCAA Finals (Top 30)
- (e) \$5,000 if Team makes Matchplay (Final)
- (f) \$10,000 if Team wins NCAA Championship
- (g) \$2,500 if COACH is named Sun Belt Conference Coach of the Year
- (h) \$1,000 if Team's annual APR is 950 or greater

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

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

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

6.0 Camps and Clinics

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

6.2 It is specifically agreed that in the operation of such camps, COACH acts for COACH's self in COACH's private capacity and not as an agent or employee of the UNIVERSITY and that this agreement constitutes merely a license to use the property and facilities subject to UNIVERSITY camp policies/procedures and the conditions hereafter stated.

- (a) Special set-ups or changes in original set-up of facilities will be taken care of by the COACH with no cost to the UNIVERSITY.
- (b) The COACH agrees to pay the UNIVERSITY all out-of-pocket costs incurred by the UNIVERSITY in making the facilities available for the camps.
- (c) The COACH agrees to secure a policy of insurance in a company approved by the UNIVERSITY's Risk Management Office under which the Board of Supervisors of the University of Louisiana System, the UNIVERSITY, its agents and servants, are named as the insured (or as an additional insured) which provides:
 - A. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage if COACH hires any employees to work at such camps or clinics.
 - B. Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
 - C. The policy does not exclude coverage for sexual molestation (for camps involving minor participants).
- (d) Annual leave must be requested to cover the dates of the camp operation for all UNIVERSITY personnel involved.
- (e) Complete records will be maintained regarding income and expenditures associated with said camp and available for verification by UNIVERSITY auditors.
- (f) The COACH agrees to protect, indemnify and save harmless the UNIVERSITY from and against any and all expenses, damages, claims, suits, actions, judgments and costs whatsoever, including reasonable attorney's fees, arising out of or in any

way connected with any claim or action for property loss, personal injury or death during the operation of said camp activities.

- (g) The COACH is an independent contractor during said camp activities and, as such, is licensed to use certain facilities of the UNIVERSITY. The COACH, as a UNIVERSITY employee, will undertake to observe and require campers and its staff to conform to the general rules applicable to the use of UNIVERSITY facilities. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.
- (h) The Athletic Director will be the administrative officer of the UNIVERSITY who will be advised by the COACH of any problems or questions which may arise out of the operation of summer camps.

7.0 Apparel, Equipment Endorsements

7.1 The UNIVERSITY shall receive and then pay to COACH any funds for which COACH is responsible in obtaining for the UNIVERSITY through COACH's endorsements of show, apparel or equipment manufacturers. The benefits shall not be considered earned income for the purpose of computation of retirement benefits and COACH shall be responsible for all applicable taxes.

8.0 Outside Income and /or Benefits

8.1 COACH shall report annually in writing to the UNIVERSITY President by July 1, all athletically-related income or benefits COACH receives from a source outside the University (e.g., income from endorsement or consultation contracts with apparel companies, equipment manufacturers, television and radio programs; income from ownership, control or management of a foundation, organization or other entities, etc.) must report such earnings [other than cash or cash equivalent (as opposed to tangible items) if the total amount received is \$600 or less] (see NCAA Bylaw 11.2.2 and 11.3.2.1.1). All outside compensation must also comply with the Louisiana Code of Governmental Ethics. Any outside compensation activities shall be considered independent of COACH's University employment; UNIVERSITY shall have no responsibility for any claims

arising therefrom.

9.0 Compliance with Law, Policy and Regulations

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

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

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

terminate this CONTRACT *for cause* pursuant to the for-cause-termination provisions of this CONTRACT for any determined violation by COACH for failure to report a Known Violation of: (1) Title IX of the Education Amendments of 1972; (2) UNIVERSITY'S Sexual Misconduct Policy; or (3) the University of Louisiana System's Sexual Misconduct Policy.

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

10.0 Men's Golf Staff

10.1 COACH shall have the authority to select unclassified Men's Golf personnel (within the established budget) upon authorization by the Athletic Director and approval by the Board of Supervisors for the University of Louisiana System.

11.0 Termination

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

11.2 COACH may be terminated by the Athletic Director at any time for: misconduct; substantial and manifest incompetence; violation or gross disregard of state or federal laws; being found in violation of NCAA regulations, conference, or UNIVERSITY rules, regulations, policies or procedures; refusing to accept reassignment of responsibilities in accordance with the provisions of paragraph 1.1 herein above in situations in which the UNIVERSITY determines that the best

interest of the UNIVERSITY and of its intercollegiate athletic program require that the COACH no longer retain the position of Head Men's Golf Coach; violating any provision of this contract; and any cause adequate to sustain the termination of any other UNIVERSITY employee of the COACH'S classification. Misconduct shall include, but not be limited to, engaging in conduct which (i) displays a serious disrespect or disregard for the mission of the University, (ii) brings COACH into substantial public disrepute, contempt, scandal, or ridicule sufficient to materially impair COACH's ability to perform the obligations contained herein without material adverse impact on the team or athletic program; (iii) constitutes moral turpitude or breaches the high moral and ethical standards applicable to Coach as a visible representative of the UNIVERSITY; (iv) constitutes failure by COACH to report to a university administrator (direct supervisor or Athletics Director) in a timely manner (within 24 hours of becoming aware) any conduct known, observed, suspected by and/or reported to COACH that constitutes or may constitute a violation of NCAA regulations, conference rules, and the University's policies and procedures (including, but not limited to, those addressing anti-discrimination, harassment and retaliation); or (v) any determined violation of Title IX of the Education Amendments of 1972 or failure to report a "known violation" as required in Sub-clause 9.3 of this contract. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination. The termination date shall be the date on which notice of termination is given, or on such later date as may be set forth by UNIVERSITY in the notice of termination. The judgment as to whether the conduct of COACH constitutes cause under this provision shall not be exercised arbitrarily, capriciously or in a discriminatory manner by the UNIVERSITY. No damages shall be due from UNIVERSITY if termination is for *just cause*. All compensation, including salary, benefits, and other remuneration incidental to employment, cease upon termination.

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

11.3 The UNIVERSITY may at any time, and in its sole discretion, terminate the employment of COACH for any reason. In the event the UNIVERSITY terminates the Contract *without cause* prior to the expiration of its term, the UNIVERSITY, at its option, shall pay COACH the remaining base salary that COACH would have earned from the UNIVERSITY during the current fiscal year, or a sum equivalent to three (3) months of base salary, whichever is less; OR reassign COACH to another suitable position at the UNIVERSITY for the remainder of the current fiscal year in lieu of the payout described in this paragraph. If the payout option is chosen by the UNIVERSITY, such funds shall be paid from the current fiscal year funding to COACH in lump sum no later than sixty (60) days from the effective date of termination or in monthly installments until such amount is paid in full at the sole discretion of the University.

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

11.5 In the event COACH terminates the Contract to become a head men's golf coach elsewhere, COACH would be liable to the UNIVERSITY for liquidated damages in an amount equivalent to the remaining base salary that COACH would have earned from the UNIVERSITY during the current fiscal year, or a sum equivalent to three (3) months of base salary, whichever is less. The liquidated damages shall be due and payable by COACH in a lump sum within sixty (60) days of the date of termination.

11.6 If COACH terminates this contract for any other reason than becoming employed as a head men's golf coach, including without limitation, retirement, health or personal reasons, disability, employment in another profession, then COACH shall have no responsibility, obligation, or liability to the UNIVERSITY.

11.7 COACH may be terminated at any time due to the financial circumstances in which the UNIVERSITY and/or the University of Louisiana System has declaration of financial exigency. Such a termination can be based on consideration of budgetary restrictions, and priorities for maintenance of program and services. In the event of such termination, COACH will receive three (3) months notice of termination or three (3) months regular pay in lieu of such notice. All compensation, including salary, benefits, and other remuneration incidental to employment, cease upon termination.

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

12.0 Severability

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

13.0 Force Majeure

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

14.0 Entire Agreement

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

[INTENTIONALLY BLANK – SIGNATURE PAGE FOLLOWS]

UNIVERSITY OF LOUISIANA MONROE

HEAD MEN'S GOLF COACH

Ron Berry
President

Tim Baldwin
Head Men's Golf Coach

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

Adam Cossey
President

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

Dr. Jim Henderson
President
University of Louisiana System

MEMORANDUM OF UNDERSTANDING
REGARDING REIMBURSEMENT FOR COST OF UNIVERSITY PERSONNEL ENGAGED
IN FOUNDATION FUNDRAISING ACTIVITY ON BEHALF OF THE UNIVERSITY
BETWEEN
UNIVERSITY OF LOUISIANA AT MONROE
AND
UNIVERSITY OF LOUISIANA AT MONROE ATHLETIC FOUNDATION

This Memorandum of Understanding [herein referred to as “MOU” or “reimbursement agreement”] is made and entered into effective as of the 1st day of June, 2023, by and between the University of Louisiana at Monroe (herein referred to as “University” or “ULM”) and the University of Louisiana at Monroe Athletic Foundation, Inc. (herein referred to as “Foundation” or “ULMAF”), and memorializes the responsibilities of the parties related to the use of University personnel for athletic-related fundraising activities and direct reimbursement to the University for the cost of such personnel furnished to the Foundation for such activities.. The University and Foundation may collectively be referred to herein as the “parties” and each individually as a “party”.

WHEREAS, the parties are affiliated by virtue of an Affiliation Agreement under which the Foundation is responsible for, among other things, planning and executing comprehensive fund-raising and donor-acquisition programs, and soliciting private resources solely for the support of the University’s athletics program (including the University’s golf program);

WHEREAS, the Foundation desires to increase the levels of private support for the University’s athletics program; and seeks the services of University personnel with expertise in conducting fundraising for intercollegiate athletic golf programs;

WHEREAS, the University desires to work with the Foundation to identify, cultivate, and solicit prospects for private gifts in support of the University's athletic programs (including the golf program); and provide the services of University personnel, specifically the Director of Golf, to perform the fundraising services desired by the Foundation; and

WHEREAS, the parties desire to memorialize the fundraising services to be provided by the University (through its Director of Golf) and the reimbursement to the University from the Foundation for such personnel support.

NOW THEREFORE, in consideration of the promises, covenants, and representations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree that the following terms and conditions shall govern the Foundation's use of university personnel for athletic/golf related fundraising activities and direct reimbursement to the University for such personnel.

1. Effective June 1, 2023 through May 31, 2026, the University will provide the services of the Director of Golf to assist the Foundation in conducting fundraising activities for the Foundation in support of the University's intercollegiate programs including the golf program.
2. The Foundation shall directly reimburse the University the sum of \$75,600 on an annual basis -- an amount totaling the annual salary of \$54,000 plus \$21,600 for related benefits, effective for the period of June 1, 2023 through May 31, 2026, representing that part of the Director of Golf's salary attributable to the fundraising activities provided pursuant to this MOU. Such reimbursement shall be paid to the University on a quarterly basis by the end of the 30th day of the last quarter month.

3. The Director of Golf will personally contact sponsors, potential sponsors, donors and/or potential donors to generate or increase revenues. At all times, the Director of Golf shall remain a public servant for all purposes. The Director of Golf is an at-will position at the University.

4. Either party may terminate this MOU by giving the other party at least 30 days prior notice in advance of the effective termination date. The Foundation shall be responsible for reimbursing the University up to the effective date of termination of this MOU for the salary-related payments made by the University to the Director of Golf for the fundraising activities performed by the Director of Golf pursuant to this MOU.

5. Whenever any notice or demand is required or permitted under this MOU, such notice or demand shall be given in writing and delivered in person or by certified mail to the following addresses:

University: The University of Louisiana at Monroe
Attention: Director of Athletics
Department of Athletics
308 Warhawk Way
Monroe, LA 71209

CC: The University of Louisiana at Monroe
Attention: Vice President for Business Affairs
700 University Avenue
Library 635
Monroe, LA 72109

Foundation: University of Louisiana at Monroe Athletic Foundation
Attention: President
700 University Avenue
Monroe, LA 71209

6. This MOU constitutes the entire agreement between the parties and shall be amended in writing, executed by all parties hereto; as well as acknowledged by the Director Golf.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed by their duly authorized officers as of the day and date first above written.

WITNESSES:

_____ By: _____

Ron Berry
President
University of Louisiana at Monroe

WITNESSES:

_____ By: _____

Adam Cossey
President
University of Louisiana at Monroe Athletic
Foundation

Acknowledged By: _____ Date _____
Tim Baldwin
Head Men's Golf Coach / Director of Golf

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

ATHLETIC COMMITTEE

June 22, 2023

Item G.12. University of Louisiana at Monroe’s request for approval of a contract with Mr. John Hartwell, Athletic Director (AD), effective February 27, 2023.

EXECUTIVE SUMMARY

Under the proposed agreement, effective through February 26, 2028, Coach’s salary is as follows:

Year 1	Feb 27, 2023 to Feb 26, 2024	\$150,000
Year 2	Feb 27, 2024 to Feb 26, 2025	\$150,000
Year 3	Feb 27, 2025 to Feb 26, 2026	\$250,000
Year 4	Feb 27, 2026 to Feb 26, 2027	\$250,000
Year 5	Feb 27, 2027 to Feb 26, 2028	\$250,000

The University will reimburse AD up to \$20,000 for all reasonable relocation costs incurred, which shall include the reasonable costs of temporary housing for up to 6 months, and reimbursement shall be in accordance with Louisiana state travel guidelines.

The University of Louisiana at Monroe Foundation (ULMAF) will provide AD with use of dealership’s vehicle or an \$11,460 car allowance per year, paid in equal bi-weekly installments of \$440.77, a cell phone allowance of \$540 per year; and a membership to the Bayou DeSiard Country Club.

ULMAF will make available to AD discretionary funds in the amount of \$9,000 for each contract year for AD to use at his discretion as it relates to his duties as AD.

Effective beginning as of Year 3 of the contract, ULMAF will pay to AD, \$100,000 each year for his role as an independent contractor for fundraising activities. Payments made and supplements provided to AD from ULMAF shall not be considered earned income for purpose of computation of retirement benefits, and AD shall be responsible for all applicable taxes.

Effective beginning as of Year 3 of the contract, ULMAF will pay Coach supplemental incentive compensation up to a maximum of \$50,000 per year for the athletic program teams’ accomplishments unless AD has been suspended, terminated, or reassigned, or more than two of the athletic programs fall below the required NCAA Academic Progress Rate (APR) requirement in place during the review time period as follows:

- Graduation Success Rate (GSR) – Athletics rate for the most recently reported academic year is greater than the University rate - \$10,000.

- Grade Point Average (GPA) – 50% or greater of student-athletes have a 3.0 GPA for the academic year (Fall & Spring semesters) - \$10,000.
- Athletics Development – Revenue generated from Athletics Development efforts exceeds prior fiscal year by at least 3% - \$5,000; 5% - \$10,000; 7% - \$15,000; 10% - \$20,000 (assumes a mutually agreed upon base).
- Athletic Performance –
 - Sunbelt Conference Championship – Football, Men’s Basketball, Women’s Basketball (for each championship \$5,000)
 - Sunbelt Conference Championship – any other sport - \$1,500 each sport
 - Football Bowl Game appearance - \$3,500
- Single year average APR greater than 950 - \$10,000
- Three-year average APR greater than 950 - \$10,000

In the event the University terminates the contract without cause, Coach shall be entitled to \$400,000 in liquidated damages if the termination occurs during years 1-4 or \$200,000 during year 5, paid by the University to AD from the current fiscal year funds in a lump sum no later than sixty (60) days from the effective date of termination or in monthly installments until such amount is paid in full which right shall be reserved solely and exclusively to the University.

In the event the AD terminates the contract to assume an Athletic Director position prior to the expiration of the contract term, he is liable to the University for liquidated damages in the amount of \$400,000 if termination occurs during year 1-4 or \$200,000 in year 5, payable in a lump sum within 60 days of the date of termination or within 12 monthly payments which right shall be reserved solely and exclusively to the University, and University will advise AD within seven (7) working days of payment timing.

RECOMMENDATION

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Monroe’s request for approval of a contract with Mr. John Hartwell, Athletic Director, effective February 27, 2023.*



Office of the President

University Library 632 | 700 University Avenue | Monroe, LA 71209
P 318.342.1010 | F 318.342.1019

June 1, 2023

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

Dear Dr. Henderson:

Pursuant to Board of Supervisors policy, I am requesting the consideration and approval of the following contracts during the June 2023 ULS Board meeting:

1. Request approval of the contract for John Hartwell, Athletic Director, effective February 27, 2023.
2. Request approval of contract with Women's Head Golf Coach Rachel Pollock effective April 1, 2023.
3. Request approval of contract with Women's Head Tennis Coach Ivone Alvaro effective January 19, 2023.
4. Request approval of contract with Women's Head Soccer Coach William Roberts effective January 17, 2023.

Thank you for your consideration.

Sincerely,

A handwritten signature in dark ink that reads "R. Berry".

Ronald L. Berry, D.B.A.
President

#TAKEFLIGHT

CONTRACT OF EMPLOYMENT
Athletic Director

STATE OF LOUISIANA

PARISH OF OUACHITA

This agreement is made and entered into effective as of the 27th day of February, 2023, between the **University of Louisiana at Monroe** (hereafter referred to as “UNIVERSITY”) and through its President, and John Hartwell (hereafter referred to as “HARTWELL” or “Athletic Director” or “AD”). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System (hereinafter referred to as “Board”), the management board for the University of Louisiana at Monroe, and therefore the terms and conditions set forth in this agreement are not binding upon the parties until approval of the Board is obtained. The **ULM Athletic Foundation** or its successor (hereinafter referred to as “ATHLETIC FOUNDATION” or “ULMAF”) joins in this agreement consenting to the obligations incurred by the ATHLETIC FOUNDATION.

1.0 Employment and Duties

1.1 UNIVERSITY does hereby employ HARTWELL as Athletic Director and HARTWELL does hereby accept employment and agrees to perform all of the services pertaining to the UNIVERSITY’S intercollegiate athletics program, which are required of HARTWELL, as well as, other services which are expressly assigned and/or inherent in the position of AD, all as prescribed by the UNIVERSITY through its President.

1.2 HARTWELL shall be responsible and shall report directly to the UNIVERSITY’S President and shall confer with the President or the President’s designee on all administrative, operational and fiscal matters pertaining to the athletics program.

1.3 HARTWELL shall represent UNIVERSITY positively in public and private forums and shall not engage in conduct that reflects adversely on UNIVERSITY or its athletics program.

1.4 HARTWELL shall manage and supervise the athletics program, including directing, managing, and supervising all personnel in the Athletics Department in an effective

manner to achieve the goals and objectives for the Athletics Department as established by the President in consultation with HARTWELL, and shall perform such other duties in the University's athletic program as the President may reasonably assign.

1.5 HARTWELL shall not appear on any television, radio or internet program or advertisement not authorized by the UNIVERSITY without prior written approval of the UNIVERSITY except routine news media interviews for which no compensation is received.

1.6 HARTWELL shall inform the President of all work-related and non-work-related absences from campus (*i.e.*, recruiting trips, fund-raising activities, annual leave requests, etc.)

1.7 In addition to the duties and responsibilities of the AD as may be contained in University and Board policies and guidelines, HARTWELL's duties and responsibilities include, but are not limited to, the following:

- a. Being fully knowledgeable of and ensure the Athletics Department and Athletics Department's personnel abide by and comply with all current and future University and affiliated Conference policies, rules, and regulations. HARTWELL shall use his best efforts to ensure institutional control of the Athletics Department by developing, implementing, and maintaining a vigorous and effective program for complying with and enforcing all applicable NCAA and Conference rules and regulations. In the event that HARTWELL has knowledge of, or has reasonable cause to believe, that violations of UNIVERSITY policies, laws, or governing athletic rules have taken place, HARTWELL shall inform the President as well as take all necessary measures to bring UNIVERSITY in compliance, to report violations as required by NCAA and Conference, and to take action to prevent a reoccurrence of such violations.
- b. Working in cooperation with and in support of the President, the faculty, and other administrative officials in meeting academic requirements for student-athletes as established by the President in consultation with HARTWELL.
- c. Using his best efforts to ensure that student-athletes conduct themselves in a manner that will reflect a positive image at all times during their tenure as participants in UNIVERSITY'S athletic programs.
- d. Provide an environment for admissions, financial aid, academic eligibility, and recruiting be conducted properly; and shall assist in the recruitment of student-athletes as requested by the head coach of a sport consistent with all applicable NCAA and Conference rules.
- e. Taking appropriate actions to ensure that the academic performance of all UNIVERSITY sports teams meet or exceed the NCAA academic progress standards.

- f. Developing and implementing an evaluation system for coaches and administrative staff. Evaluations are to be performed at a minimum of once a year.
- g. Requiring and using his best efforts to ensure that the activities and operations of the Athletics Department comply with all applicable state and federal laws and UNIVERSITY policies concerning intercollegiate athletics, including without limitation, Title IX of the Educational Amendments of 1972, 20 U.S.C. §1981 *et seq.*, the Americans with Disabilities Act, 42 U.S.C. § 1201, *et seq.*, and all state and federal non-discrimination laws.
- h. Developing, implementing, and maintaining a Strategic Plan for Athletics to include short, intermediate, and long-term plans in consultation with the President.
- i. Choosing teams and scheduling intercollegiate athletic games and directing means of travel to be employed by team members and coaching staff, hotel, food accommodations, and size and content of travel squad and party; and ensuring that all such activity is conducted in compliance with applicable University policies and procedures.
- j. Overseeing the game ticket distribution system and using his best efforts to ensure that such system is managed and conducted in a manner the results in accurate accounting of the distribution and receipt of revenue from ticket sales.
- k. Monitoring all athletically-related contracts in which the UNIVERSITY is a party, including but not limited to pouring rights, multi-media and sponsorships, signage, guarantee games, athletic facility concessions, apparel, ticketing, licensing and trademarks, etc., and using his best efforts to ensure that any funds, including revenues and royalties, are issued to the UNIVERSITY in accordance with the applicable contract, and that such funds are properly deposited with the UNIVERSITY.
- l. Adhering to and carrying out other directives and responsibilities as may be given by the President from time to time.

2.0 Term

2.1 The term of this agreement is for a fixed period commencing on **February 27, 2023** and ending without further notice to HARTWELL on **February 26, 2028**, unless sooner terminated or extended under the terms of this agreement.

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

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

3.0 Compensation

3.1 Base Salary. In consideration of HARTWELL's services and satisfactory performance of this agreement while employed in the position of AD, UNIVERSITY agrees to pay HARTWELL an annual Base Salary, payable on a bi-weekly basis, and pro-rated for partial years, as follows.

Year 1	Feb 27, 2023 - Feb 26, 2024	\$150,000
Year 2	Feb 27, 2024 – Feb 26, 2025	\$150,000
Year 3	Feb 27, 2025 – Feb 26, 2026	\$250,000
Year 4	Feb 27, 2026 – Feb 26, 2027	\$250,000
Year 5	Feb 27, 2027 – Feb 26, 2028	\$250,000

3.1.1 HARTWELL may be eligible for cost of living or merit pay increases from the UNIVERSITY in addition to the stated UNIVERSITY Base Salary. HARTWELL is also subject to pay adjustments according to economic circumstances that affect all employees in the unclassified state service, provided that such pay adjustment can be sustained from the budget for intercollegiate athletics as determined by the UNIVERSITY in its sole discretion. All salary payments shall be subject to withholding and other applicable taxes.

3.1.2 The University does not guarantee amounts due from the University under this contract beyond the current year of performance. Should the contract be terminated for any reason amounts due shall be determined in accordance with Section 9.0 of this contract.

4.0 Supplements / Incentives

4.1 During the term of HARTWELL'S employment as AD, HARTWELL shall have the opportunity to receive the following supplemental compensation in consideration of his efforts in contributing to certain events or occurrences. The supplemental compensation shall be subject to the standard federal and state withholdings, if applicable, and shall be paid from the ULMAF unrestricted athletic funds. During the term of this agreement and unless HARTWELL has been suspended, terminated or reassigned, HARTWELL shall be entitled to the following supplements / incentives through the ATHLETIC FOUNDATION'S athletic funds.

4.1.1 Salary Supplement for Fundraising Efforts.

HARTWELL will serve as a fundraiser for the ULMAF and will receive compensation from ULMAF as indicated below:

Year 1	\$0
Year 2	\$0
Year 3	\$100,000
Year 4	\$100,000
Year 5	\$100,000

4.1.1.1 HARTWELL accepts his role with the ULMAF as an independent contractor and agrees that the services provided pursuant to that role are in his capacity as an independent contractor, not an agent or employee of the UNIVERSITY or the ULMAF. Payments made and supplements provided to HARTWELL from ULMAF shall not be considered earned income for the purpose of computation of retirement benefits. No withholdings will be made from these payments or supplements, and HARTWELL shall be responsible for all applicable

taxes. The ULMAF will issue the appropriate information return to HARTWELL and to the Internal Revenue Service and provide a copy to the UNIVERSITY.

4.1.1.2 HARTWELL shall not unreasonably refuse to personally contact sponsors, potential sponsors, donors and/or potential donors to generate or increase revenues provided such requests do not interfere with HARTWELL'S duties and responsibilities to the University and the athletic department.

4.1.1.3 Indemnification and Hold Harmless of UNIVERSITY. By signing this Agreement, HARTWELL and ULMAF agrees to hold harmless and indemnify UNIVERSITY from any and all suits, claims, demands, damages, liability, costs and expenses, including attorney's fees, arising out of or in connection with all obligations incurred by the ULMAF under this agreement, and any and all acts and/or omissions of HARTWELL in the performance of the independent contractor / fundraiser services for the ULMAF.

4.1.2 Automobile Allowance. HARTWELL shall be provided either the use of a vehicle by an automobile dealership or a car allowance in the amount of \$11,460 per year, paid in equal bi-weekly installments of \$440.77. Funds for these automobile benefits shall be provided to University from the ULMAF, and, as such, shall not be considered as earnable compensation for the purpose of computation of retirement benefits.

4.1.3 Cell Phone Allowance. HARTWELL shall be provided a cell phone allowance of \$540 per year. Funds for cell phone allowance shall be provided to the University from the ULMAF, and as such shall not be considered as earnable compensation for the purpose of computation of retirement benefits.

4.1.4 Bayou DeSiard Country Club. During his employment as AD, HARTWELL shall be provided a membership to Bayou DeSiard Country Club. This membership and all monthly, or other internal dues and assessments of any kind will be provided by the ULMAF. All personal expense charges, such as meals, will be the responsibility of HARTWELL.

4.1.5 Discretionary Funds. During his employment as AD the ULMAF shall make available to HARTWELL discretionary funds for use by HARTWELL at his discretion as it relates to his duties as AD.

Year 1	\$9,000
Year 2	\$9,000
Year 3	\$9,000
Year 4	\$9,000
Year 5	\$9,000

4.1.6 Supplemental Incentive Compensation. Effective beginning as of Year 3 of this employment contract, HARTWELL shall the opportunity to receive the following milestone supplemental incentive compensation in consideration of his efforts in contributing to certain events or occurrences. The supplemental compensation shall be subject to the standard federal and state withholdings and shall be paid from ULMAF unrestricted athletic funds. Unless HARTWELL has been suspended, terminated, reassigned, or more than two of the athletic programs fall below the required NCAA APR requirement in place during the review time period, HARTWELL shall be entitled to supplemental incentive compensation for the following events up to a maximum of \$50,000 per year:

1. Graduation Success Rate (GSR) –Athletics rate for the most recently reported academic year is greater than the University rate - \$10,000.
2. Grade Point Average (GPA) –50% or greater of student-athletes have a 3.0 GPA for the academic year (Fall & Spring semesters) - \$10,000.
3. Athletics Development – Revenue generated from Athletics Development efforts exceeds prior fiscal year by at least 3% - \$5,000; 5% \$10,000; 7% \$15,000; 10% 20,000 (assumes a mutually agreed upon base)
4. Athletic Performance –
 - Sunbelt Conference Championship – Football, Men’s Basketball, Women’s Basketball (for each championship \$5,000)
 - Sunbelt Conference Championship – any other sport - \$1,500 each sport
 - Football Bowl Game appearance - \$3,500
5. Average single year APR greater than 950 - \$10,000
6. Average 3 year average APR greater than 950 - \$10,000

5.0 Employee Benefits

5.1 HARTWELL 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 HARTWELL'S Base Salary as provided by the UNIVERSITY. Only the Base Salary shall be considered for purpose of computation of retirement benefits. State retirement benefit amounts will be computed on Base Salary only and in accordance with the limitations of Louisiana state retirement law.

5.2 Relocation Costs. HARTWELL shall be reimbursed for all reasonable relocation costs incurred, which shall include the reasonable cost of temporary housing, for up to 6 months ("Relocation Costs"), but in no event shall said reimbursement of Relocation Costs exceed \$20,000. Funds for Relocation Costs shall be provided by the University and reimbursement shall be in accordance with Louisiana state travel guidelines.

6.0 Outside Income and/or Benefits

COACH shall report annually in writing to the UNIVERSITY President by July 1, all athletically-related income or benefits COACH receives from a source outside the University (e.g., income from endorsement or consultation contracts with apparel companies, equipment manufacturers, television and radio programs; income from ownership, control or management of a foundation, organization or other entities, etc.) must report such earnings [other than cash or cash equivalent (as opposed to tangible items) if the total amount received is \$600 or less]. (see NCAA Bylaw 11.2.2 and 11.3.2.1.1). All outside compensation must also comply with the Louisiana Code of Governmental Ethics. Any outside compensation activities shall be considered independent of COACH'S University employment; UNIVERSITY shall have no responsibility for any claims arising therefrom. Such outside activities shall not interfere with the full and complete performance by HARTWELL of his duties and obligations as a UNIVERSITY employee, recognizing that HARTWELL'S primary obligations lie with the UNIVERSITY and its students.

7.0 Compliance with Law, Policy, and Regulations

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

7.2 HARTWELL 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 HARTWELL 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.

7.3 Title IX and Sexual Misconduct Policy Reporting and Compliance: HARTWELL shall promptly report to UNIVERSITY'S Title IX Coordinator any Known Violation(s) of the University or the University of Louisiana System's Sexual Misconduct Policy (including, but not limited to sexual harassment, sexual assault, sexual exploitation, dating violence, domestic violence and stalking) that involve any student, faculty, or staff or that is in connection with a UNIVERSITY sponsored activity or event. Any emergency situation shall be immediately reported to 911 and/or law enforcement. For purposes of this paragraph, a "Known Violation" shall mean a violation or an allegation of a violation of Title IX and/or UNIVERSITY'S or the University of Louisiana System's Sexual Misconduct Policy that HARTWELL is aware of or has reasonable cause to believe is taking place or may have taken place. The UNIVERSITY may terminate this contract for cause pursuant to the for-cause-termination provisions of this contract for any determined violation by HARTWELL for failure to report a Known Violation of: (1) Title IX of the Education Amendments of 1972; (2) UNIVERSITY'S Sexual Misconduct Policy; or (3) the University of Louisiana System's Sexual Misconduct Policy.

7.4 Non-Discrimination. HARTWELL shall not discriminate against any individual, including but not limited to, employment of coaches and other staff, and the recruitment of players because of race, color, gender, age, religion, national origin, citizenship, disability, sexual

orientation, genetic information, retirement, or veteran status and shall comply with all federal and state regulations and University policies, and shall require and encourage his staff to participate in training programs offered by University. Furthermore, HARTWELL shall be responsible for and shall require his staff to comply with all personnel policies and guidelines, including but not limited to, those dealing with prohibited discrimination, harassment, and retaliation.

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

8.0 Athletic Department Staff

8.1 HARTWELL shall the opportunity to select unclassified athletics department personnel (within the established budget) upon authorization by the President and approval by the Board. HARTWELL is expected to supervise athletics department personnel to assure compliance with NCAA, Conference, Board, and University rules, regulations, policies and procedures.

9.0 Termination

9.1 Either party may terminate this agreement *without* just cause prior to the expiration of its terms by giving thirty (30) days' written notice to the other party. All compensation, including salary, supplements, benefits, and other remuneration incidental to employment, cease upon termination.

9.2 Termination without Cause by UNIVERSITY. UNIVERSITY may terminate this agreement in the sole and absolute discretion of the UNIVERSITY President. Prior to such termination, UNIVERSITY shall notify the President of the University of Louisiana System. In the event the UNIVERSITY terminates the agreement, *without cause*, the UNIVERSITY, shall pay HARTWELL \$400,000 in liquidated damages if the termination occurs during years 1-4 and \$200,000 during year 5. If a payout is due from the UNIVERSITY, such funds shall be paid from the current fiscal year funding to HARTWELL in a lump sum no later than sixty (60) days from the effective date of the termination or in monthly installments until such amount is paid in full which right shall be reserved solely and exclusively to the University.

9.2.1 HARTWELL is required to mitigate ULM's obligations under this Section 9.2 by making reasonable and diligent efforts (under circumstances and opportunities then prevailing) to obtain an athletic director of other comparable employment position as soon as practicable following such termination.

9.2.2 If HARTWELL is employed elsewhere post-termination in an athletic director of other comparable employment position, ULM's obligations to pay HARTWELL as set forth in this Section 9.2 shall be reduced by HARTWELL's total compensation received from all sources related to such comparable position during the remaining term of this contract. ULM shall pay such reduced amount in substantially equal monthly installments after the date of HARTWELL's first day of employment elsewhere for the remaining term of this contract.

9.3 Termination by HARTWELL. In the event HARTWELL terminates the Contract to assume an Athletic Director position prior to the expiration of the contract term, HARTWELL is liable to the UNIVERSITY for liquidated damages in the amount of \$400,000 if termination occurs during years 1-4 or \$200,000 in Year 5 payable by HARTWELL in a lump sum within sixty (60) days of the date of termination or within 12 monthly payments which right shall be reserved solely and exclusively to the University. The University will advise HARTWELL within seven (7) working days of payment timing. If HARTWELL terminates this contract for any other reason than becoming employed as an Athletic Director, including without limitation, retirement, health or personal reasons, disability, employment in another profession, then HARTWELL shall have no responsibility, obligation, or liability to the UNIVERSITY. All compensation, including salary, supplements, benefits, and other remuneration incidental to employment, cease upon termination.

9.4 Termination for Just Cause. UNIVERSITY has the right to terminate this contract for "just cause". The termination date shall be the date on which notice of termination is given, or on such later date as may be set forth by UNIVERSITY in the notice of termination. The judgment as to whether the conduct of HARTWELL constitutes cause under this provision shall not be exercised arbitrarily, capriciously or in a discriminatory manner by the UNIVERSITY. No damages shall be due from UNIVERSITY if termination is for *just cause*. All compensation, including salary, supplements, benefits, and other remuneration incidental to employment, cease

upon termination. In addition to failure to comply with this agreement, grounds for termination under this Section also includes, but is not limited to: misconduct; substantial and manifest incompetence; violation or gross disregard of state or federal laws; being found in violation of NCAA regulations, conference, or UNIVERSITY rules, regulations, policies or procedures; refusing to accept reassignment of responsibilities in accordance with the provisions of paragraph 1.1 herein above in situations in which the UNIVERSITY determines that the best interest of the UNIVERSITY and of its intercollegiate athletic program require that HARTWELL no longer retain the position of AD violating any provision of this contract; and any cause adequate to sustain the termination of any other UNIVERSITY employee of the same classification. Misconduct shall include, but not be limited to, engaging in conduct which (i) displays a serious disrespect or disregard for the mission of the University, (ii) brings HARTWELL into substantial public disrepute, contempt, scandal, or ridicule sufficient to materially impair HARTWELL's ability to perform the obligations contained herein without material adverse impact on the team or athletic program; (iii) constitutes moral turpitude or breaches the high moral and ethical standards applicable to HARTWELL as a visible representative of the UNIVERSITY; (iv) constitutes failure by HARTWELL to report to a university administrator in a timely manner (within 24 hours of becoming aware) any conduct known, observed, suspected by and/or reported to HARTWELL that constitutes or may constitute a violation of NCAA regulations, conference rules, and the University's policies and procedures (including, but not limited to, those addressing anti-discrimination, harassment and retaliation); or (v) any determined violation of Title IX of the Education Amendments of 1972 or failure to report a "known violation" as required in Sub-clause 7.3 of this contract.

9.4.1 In lieu of termination for cause, and apart from any rights it may have under this Section 9.0, the UNIVERSITY may impose disciplinary sanctions less severe than termination of HARTWELL, up to and including suspension or leave without pay for any act or omission which would be grounds for termination for cause. Imposition of such sanctions shall be at the discretion of the UNIVERSITY, which shall not be exercised arbitrarily or capriciously.

9.5 UNIVERSITY may cancel this Agreement at any time due to the financial circumstances in which the UNIVERSITY and/or the University of Louisiana System has

declaration of financial exigency, or a determination by the Board to eliminate the athletics program for lack of funds, or a decision to discontinue the athletics program made in accordance with UNIVERSITY policy and procedures. 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, HARTWELL 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.

9.6 In the event that HARTWELL is reassigned to another position or suspended or placed on administrative leave with UNIVERSITY, any entitlement to a, cell phone allowance, country club membership, other ULMAF supplements, *etc.*, shall cease immediately upon the occurrence of any such event.

9.7 HARTWELL agrees that in the event of termination of this agreement by UNIVERSITY for any reason, his sole and exclusively remedy, if any, against UNIVERSITY shall be in accordance with the provisions set forth in this Agreement. In no event shall UNIVERSITY be liable for direct, indirect, special, incidental, or consequential damages.

10.0 University Fundraising

10.1 All fundraising activities by HARTWELL must be pre-approved by the President, or President's designee, to ensure that such activities are in compliance with UNIVERSITY policies.

11.0 Miscellaneous

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

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

11.3 Governing Law. This Agreement shall be governed by and construed under the laws of the State of Louisiana.

11.4 Fiscal Funding. The continuation of this contract is contingent on the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means as provided by law to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

11.5 Entire Agreement. This single Contract of Employment shall become the agreement between the parties supplanting any and all previous other oral or written agreements, letters of appointments, and/or memoranda of understanding regarding any of the matters or things provided for or hereinabove discussed and mentions. This Contracts of Employment may be amended only in writing, signed and agreed to by the parties, and approved by the Board.

[INTENTIONALLY BLANK – SIGNATURE PAGE FOLLOWS]

ACKNOWLEDGED AND AGREED TO BY:

Ron Berry
President
University of Louisiana at Monroe

ACKNOWLEDGED AND AGREED TO BY:

John Hartwell
Director of Athletics
University of Louisiana at Monroe

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

Adam Cossey
President
ULM Athletic Foundation

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

Dr. James B. Henderson
President
University of Louisiana System

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

ATHLETIC COMMITTEE

June 22, 2023

Item G.13. University of Louisiana at Monroe's request for approval of a contract with Ms. Rachel Pollock, Head Women's Golf Coach, effective April 1, 2023.

EXECUTIVE SUMMARY

Under the proposed agreement, effective through May 31, 2026, Coach's salary is \$66,500 (April 1, 2023 to May 31, 2024); \$69,000 (June 1, 2024 to May 31, 2025); and \$71,500 (June 1, 2025 to May 31, 2026) from the University. In addition, Coach will receive a monthly cell phone allowance of \$45 to be paid by the University and a monthly vehicle allowance of \$300 to be paid by the University of Louisiana at Monroe Athletic Foundation (ULMAF).

ULMAF will pay Coach for the following accomplishments, if the team's annual Academic Progress Rate (APR) score is equal to or greater than 930:

- \$5,000 if Team wins the Sun Belt Conference tournament
- \$5,000 if Team receives an at-large NCAA bid
- \$5,000 if Team wins NCAA Regional
- \$3,500 if Team qualifies for NCAA Finals (Top 30)
- \$5,000 if Team makes Matchplay (Final)
- \$10,000 if Team wins NCAA Championship
- \$2,500 if Coach is named Sun Belt Conference of the Year
- \$1,000 if Team's annual APR is 950 or greater

In the event the University terminates the contract without cause, Coach shall be entitled to the base salary due for the remainder of the current fiscal year or a sum equivalent to three months of base salary, whichever is less. The University may reassign Coach to another suitable position at the University for the remainder of the fiscal year.

In the event the Coach terminates the contract without cause to become head women's golf coach elsewhere, the University shall be entitled to the base salary due for the remainder of the current fiscal year or a sum equivalent to three months of base salary, whichever is less.

RECOMMENDATION

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Monroe's request for approval of a contract with Ms. Rachel Pollock, Head Women's Golf Coach, effective April 1, 2023.*

**CONTRACT OF EMPLOYMENT
HEAD WOMEN’S GOLF COACH**

STATE OF LOUISIANA

PARISH OF OUACHITA

This agreement is made and entered into effective as of the 1st day of April, 2023 between the **University of Louisiana at Monroe** (hereinafter referred to as “UNIVERSITY”) and through its President, and **Rachel Pollock** (hereinafter referred to as “COACH”). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System (hereinafter referred to as “Board”), the management board for the University of Louisiana at Monroe, and therefore the terms and conditions set forth in this agreement are not binding upon the parties until approval of the Board is obtained. The University of Louisiana at Monroe Athletic Foundation, Inc. (hereinafter referred to as the “Foundation”) joins in this agreement consenting to the obligations incurred by the Foundation.

1.0 Employment

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

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

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

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

2.0 Term

2.1 The term of this agreement is for a fixed period commencing on April 1, 2023, and terminating without further notice to COACH on May 31, 2026, *unless sooner terminated or extended under the terms of this agreement.*

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

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

3.0 Compensation

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

	AMOUNT	TERM
(a)	\$66,500	4/1/2023 – 5/31/2024

(b) \$69,000 6/1/2024 – 5/31/2025

(c) \$71,500 6/1/2025 – 5/31/2026

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

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

4.0 Employee Benefits

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

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

4.3 COACH shall receive four (4) complimentary tickets to ULM intercollegiate athletic home games.

4.4 Coach shall receive a monthly automobile stipend of \$300 to be paid by the Foundation. This benefit shall not be considered earned income for the purpose of computation of retirement benefits, and Coach shall be responsible for all applicable taxes.

5.0 Performance Incentives

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

the FOUNDATION agrees to pay to COACH the following supplemental payments:

- (a) \$5,000 if Team wins the Sun Belt Conference tournament
- (b) \$5,000 if Team receives an at-large NCAA bid
- (c) \$5,000 if Team wins NCAA Regional
- (d) \$3,500 if Team qualifies for NCAA Finals (Top 30)
- (e) \$5,000 if Team makes Matchplay (Final)
- (f) \$10,000 if Team wins NCAA Championship
- (g) \$2,500 if COACH is named Sun Belt Conference Coach of the Year
- (h) \$1,000 if Team's annual APR is 950 or greater

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

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

5.4 **Indemnification and Hold Harmless of University.** By signing this Agreement, COACH agrees to hold harmless and indemnify University from any and all suits, claims, demands, damages, liability, costs and expenses, including attorney's fees, arising out of or in connection with all obligations incurred by the FOUNDATION under this

agreement, including but not limited to the terms and conditions set forth in this Section 5.0.

6.0 Camps and Clinics

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

6.2 It is specifically agreed that in the operation of such camps, COACH acts for COACH's self in COACH's private capacity and not as an agent or employee of the UNIVERSITY and that this agreement constitutes merely a license to use the property and facilities subject to UNIVERSITY camp policies/procedures and the conditions hereafter stated.

- (a) Special set-ups or changes in original set-up of facilities will be taken care of by the COACH with no cost to the UNIVERSITY.
- (b) The COACH agrees to pay the UNIVERSITY all out-of-pocket costs incurred by the UNIVERSITY in making the facilities available for the camps.
- (c) The COACH agrees to secure a policy of insurance in a company approved by the UNIVERSITY's Risk Management Office under which the Board of Supervisors of the University of Louisiana System, the UNIVERSITY, its agents and servants, are named as the insured (or as an additional insured) which provides:
 - A. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage if COACH hires any employees to work at such camps or clinics.
 - B. Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
 - C. The policy does not exclude coverage for sexual molestation (for camps involving minor participants).
- (d) Annual leave must be requested to cover the dates of the camp operation for all UNIVERSITY personnel involved.
- (e) Complete records will be maintained regarding income and expenditures associated with said camp and available for verification by UNIVERSITY auditors.

- (f) The COACH agrees to protect, indemnify and save harmless the UNIVERSITY from and against any and all expenses, damages, claims, suits, actions, judgments and costs whatsoever, including reasonable attorney's fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death during the operation of said camp activities. -
- (g) The COACH is an independent contractor during said camp activities and, as such, is licensed to use certain facilities of the UNIVERSITY. The COACH, as a UNIVERSITY employee, will undertake to observe and require campers and its staff to conform to the general rules applicable to the use of UNIVERSITY facilities. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.
- (h) The Director of Intercollegiate Athletics will be the administrative officer of the UNIVERSITY who will be advised by the COACH of any problems or questions which may arise out of the operation of summer camps.

7.0 Apparel, Equipment Endorsements

7.1 The UNIVERSITY shall receive and then pay to COACH any funds for which COACH is responsible in obtaining for the UNIVERSITY through COACH's endorsements of show, apparel or equipment manufacturers. The benefits shall not be considered earned income for the purpose of computation of retirement benefits and COACH shall be responsible for all applicable taxes.

8.0 Outside Income and /or Benefits

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

COACH's University employment; UNIVERSITY shall have no responsibility for any claims arising therefrom.

9.0 Compliance with Law, Policy and Regulations

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

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

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

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

10.0 Women's Golf Staff

10.1 COACH shall have the authority to select unclassified Women's Golf personnel upon authorization by the Athletic Director and approval by the Board of Supervisors for the University of Louisiana System.

10.2 Salary Pool. [NOT APPLICABLE]

11.0 Termination

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

11.2 COACH may be terminated by the Athletic Director at any time for: misconduct; substantial and manifest incompetence; violation or gross disregard of state or federal laws; being found in violation of NCAA regulations, conference, or UNIVERSITY rules, regulations, policies or procedures; refusing to accept reassignment of responsibilities in accordance with the provisions of paragraph 1.1 herein above in situations in which the UNIVERSITY determines that the best interest of the UNIVERSITY and of its intercollegiate athletic program require that the COACH no longer retain the position of Head Women's Golf Coach; violating any provision of this contract; and any cause adequate to sustain the termination of any other UNIVERSITY employee of

the COACH'S classification. Misconduct shall include, but not be limited to, engaging in conduct which (i) displays a serious disrespect or disregard for the mission of the University, (ii) brings COACH into substantial public disrepute, contempt, scandal, or ridicule sufficient to materially impair COACH's ability to perform the obligations contained herein without material adverse impact on the team or athletic program; (iii) constitutes moral turpitude or breaches the high moral and ethical standards applicable to Coach as a visible representative of the UNIVERSITY; (iv) constitutes failure by COACH to report to a university administrator (direct supervisor or Athletics Director) in a timely manner (within 24 hours of becoming aware) any conduct known, observed, suspected by and/or reported to COACH that constitutes or may constitute a violation of NCAA regulations, conference rules, and the University's policies and procedures (including, but not limited to, those addressing anti-discrimination, harassment and retaliation); or (v) any determined violation of Title IX of the Education Amendments of 1972 or failure to report a "known violation" as required in Sub-clause 9.3 of this contract. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination. The termination date shall be the date on which notice of termination is given, or on such later date as may be set forth by UNIVERSITY in the notice of termination. The judgment as to whether the conduct of COACH constitutes cause under this provision shall not be exercised arbitrarily, capriciously or in a discriminatory manner by the UNIVERSITY. No damages shall be due from UNIVERSITY if termination is for *just cause*. All compensation, including salary, benefits, and other remuneration incidental to employment, cease upon termination.

11.2.1 In lieu of termination for cause, and apart from any rights it may have under this Section 11.0, the UNIVERSITY may impose disciplinary sanctions less severe than termination of COACH, up to and including suspension or leave without pay for any act

or omission which would be grounds for termination for cause. Imposition of such sanctions shall be at the discretion of the UNIVERSITY, which shall not be exercised arbitrarily or capriciously.

11.3 The UNIVERSITY may at any time, and in its sole discretion, terminate the employment of COACH for any reason. In the event the UNIVERSITY terminates the Contract *without cause* prior to the expiration of its term, the UNIVERSITY, at its option, shall pay COACH the remaining base salary that COACH would have earned from the UNIVERSITY during the current fiscal year, or a sum equivalent to three (3) months of base salary, whichever is less; OR reassign COACH to another suitable position at the UNIVERSITY for the remainder of the current fiscal year in lieu of the payout described in this paragraph. If the payout option is chosen by the UNIVERSITY, such funds shall be paid from the current fiscal year funding to COACH in lump sum no later than sixty (60) days from the effective date of termination or in monthly installments until such amount is paid in full at the sole discretion of the University.

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

11.5 In the event COACH terminates the Contract to become a head women's golf coach elsewhere, COACH would be liable to the UNIVERSITY for liquidated damages in an amount equivalent to the remaining base salary that COACH would have earned from the UNIVERSITY during the current fiscal year, or a sum equivalent to three (3) months of base

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

11.6 If COACH terminates this contract for any other reason than becoming employed as a head women's golf coach, including without limitation, retirement, health or personal reasons, disability, employment in another profession, then COACH shall have no responsibility, obligation, or liability to the UNIVERSITY.

11.7 COACH may be terminated at any time due to the financial circumstances in which the UNIVERSITY and/or the University of Louisiana System has declaration of financial exigency. Such a termination can be based on consideration of budgetary restrictions, and priorities for maintenance of program and services. In the event of such termination, COACH will receive 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.

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

12.0 Severability

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

13.0 Force Majeure

Neither party shall be considered in default performance of his or its obligations under this

Agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil commotion, strike, lockout, epidemic, accident, fire, wind or flood or any requirements of law, or an act of God.

14.0 Entire Agreement

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

UNIVERSITY OF LOUISIANA MONROE

HEAD WOMEN’S GOLF COACH

Ron Berry
President

Rachel Pollock
Head Women’s Golf Coach

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

Adam Cossey
President

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

Dr. Jim Henderson
President
University of Louisiana System

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

ATHLETIC COMMITTEE

June 22, 2023

Item G.14. University of Louisiana at Monroe's request for approval of a contract with Ms. Ivone Alvaro, Head Tennis Coach, effective January 19, 2023.

EXECUTIVE SUMMARY

Under the proposed agreement, effective through May 31, 2025, Coach's annual salary is \$51,000 from the University. In addition, Coach will receive a monthly cell phone allowance of \$45 to be paid by the University. Finally, Coach will be reimbursed up to \$5,000 toward moving expenses related to relocation to Monroe, Louisiana, to be paid by the University of Louisiana at Monroe Athletic Foundation (ULMAF).

ULMAF will pay Coach for the following accomplishments if the team's annual Academic Progress Rate (APR) score is 930 or greater:

- \$2,500 if the team wins the Sun Belt Conference regular season championship
- \$5,000 if the team receives an at-large NCAA Division I Tennis Tournament bid
- \$5,000 if the Team wins the Sun Belt Conference Tournament Championship
- \$15,000 if the Team wins the NCAA Division I Tennis Championship
- \$2,500 for being named Sun Belt Conference Coach of the Year
- \$1,000 if the Team's annual Academic Progress Rate is greater than 950

In the event the University terminates the contract without cause, Coach shall be entitled to the base salary due for the remainder of the current fiscal year or a sum equivalent to three months of base salary, whichever is less. The University may reassign Coach to another suitable position at the University for the remainder of the fiscal year.

In the event the Coach terminates the contract without cause to become head tennis coach elsewhere, the University shall be entitled to the base salary due for the remainder of the current fiscal year or a sum equivalent to three months of base salary, whichever is less.

RECOMMENDATION

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Monroe's request for approval of a contract with Ms. Ivone Alvaro, Head Tennis Coach, effective January 19, 2023.*

**CONTRACT OF EMPLOYMENT
HEAD TENNIS COACH**

STATE OF LOUISIANA

PARISH OF OUACHITA

This agreement is made and entered into effective as of the 19th day of January, 2023 between the **University of Louisiana at Monroe** (hereinafter referred to as “UNIVERSITY”) and through its President, and **Ivone Alvaro** (hereinafter referred to as “COACH”). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System (hereinafter referred to as “Board”), the management board for the University of Louisiana at Monroe, and therefore the terms and conditions set forth in this agreement are not binding upon the parties until approval of the Board is obtained. ULM Athletic Foundation (hereinafter referred to as “FOUNDATION”) joins this agreement consenting to the obligations incurred by FOUNDATION.

1.0 Employment

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

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

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

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

2.0 Term

2.1 The term of this agreement is for a fixed period commencing on **January 19, 2023**, and terminating without further notice to COACH on **May 31, 2026**, unless sooner terminated or extended under the terms of this agreement.

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

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

3.0 Compensation

3.1 In consideration of COACH'S services and satisfactory performance of this agreement, UNIVERSITY shall pay COACH a base annual salary of **\$51,000** for the term of this agreement, payable on a bi-weekly basis.

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

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

4.0 Employee Benefits

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

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

4.3 COACH shall receive 2 complimentary tickets to ULM intercollegiate athletic home games.

4.4 COACH shall be reimbursed up to \$5,000 toward moving expenses related to relocation to Monroe, Louisiana, to be paid by the Foundation.

5.0 Performance Incentives

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

- (a) \$2,500 if the Team wins the Sun Belt Conference regular season championship

- (b) \$5,000 if the Team receives an at-large NCAA Division I TENNIS Tournament bid
- (c) \$5,000 if the Team wins the Sun Belt Conference Tournament Championship
- (d) \$15,000 if the Team wins the NCAA Division I TENNIS Championship
- (e) \$2,500 for being named Sun Belt Conference Coach of the Year
- (f) \$1,000 if the Team's annual APR is greater than 950

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

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

5.4 COACH may waive the payment of all or a portion of any amount due and request that such amount be paid to one or more full-time members of the Tennis coaching staff provided that no payment may be made to any employee who is the subject of a current disciplinary action or investigation.

5.5 Indemnification and Hold Harmless of University. By signing this Agreement, COACH agrees to hold harmless and indemnify University from any and all suits, claims, demands, damages, liability, costs and expenses, including attorney's fees, arising out of or in connection with all obligations incurred by the FOUNDATION under this agreement, including

but not limited to the terms and conditions set forth in this Section 5.0.

6.0 Camps and Clinics

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

6.2 It is specifically agreed that in the operation of such camps, COACH acts for COACH's self in COACH's private capacity and not as an agent or employee of the UNIVERSITY and that this agreement constitutes merely a license to use the property and facilities subject to UNIVERSITY camp policies/procedures and the conditions hereafter stated.

- (a) Special set-ups or changes in original set-up of facilities will be taken care of by the COACH with no cost to the UNIVERSITY.
- (b) The COACH agrees to pay the UNIVERSITY all out-of-pocket costs incurred by the UNIVERSITY in making the facilities available for the camps.
- (c) The COACH agrees to secure a policy of insurance in a company approved by the UNIVERSITY's Risk Management Office under which the Board of Supervisors of the University of Louisiana System, the UNIVERSITY, its agents and servants, are named as the insured (or as an additional insured) which provides:
 - A. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage if COACH hires any employees to work at such camps or clinics.
 - B. Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
 - C. The policy does not exclude coverage for sexual molestation (for camps involving minor participants).
- (d) Annual leave must be requested to cover the dates of the camp operation for all UNIVERSITY personnel involved.
- (e) Complete records will be maintained regarding income and expenditures associated with said camp and available for verification by UNIVERSITY auditors.

- (f) The COACH agrees to protect, indemnify and save harmless the UNIVERSITY from and against any and all expenses, damages, claims, suits, actions, judgments and costs whatsoever, including reasonable attorney's fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death during the operation of said camp activities. -
- (g) The COACH is an independent contractor during said camp activities and, as such, is licensed to use certain facilities of the UNIVERSITY. The COACH, as a UNIVERSITY employee, will undertake to observe and require campers and its staff to conform to the general rules applicable to the use of UNIVERSITY facilities. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.
- (h) The Director of Intercollegiate Athletics will be the administrative officer of the UNIVERSITY who will be advised by the COACH of any problems or questions which may arise out of the operation of summer camps.

7.0 Apparel, Equipment Endorsements

7.1 The UNIVERSITY shall receive and then pay to COACH any funds for which COACH is responsible in obtaining for the UNIVERSITY through COACH's endorsements of show, apparel or equipment manufacturers. The benefits shall not be considered earned income for the purpose of computation of retirement benefits and COACH shall be responsible for all applicable taxes.

8.0 Outside Income and /or Benefits

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

of Governmental Ethics. Any outside compensation activities shall be considered independent of COACH's University employment; UNIVERSITY shall have no responsibility for any claims arising therefrom.

9.0 Compliance with Law, Policy and Regulations

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

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

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

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

10.0 Tennis Team Staff

10.1 COACH shall have the authority to select unclassified Tennis Team personnel upon authorization by the Athletic Director and approval by the Board of Supervisors for the University of Louisiana System.

11.0 Termination

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

11.2 COACH may be terminated by the Athletic Director at any time for: misconduct; substantial and manifest incompetence; violation or gross disregard of state or federal laws; being found in violation of NCAA regulations, conference, or UNIVERSITY rules, regulations, policies or procedures; refusing to accept reassignment of responsibilities in accordance with the provisions of paragraph 1.1 herein above in situations in which the UNIVERSITY determines that the best interest of the UNIVERSITY and of its intercollegiate athletic program require that the COACH no longer retain the position of Tennis Coach; violating any provision of this contract; and any cause adequate to sustain the termination of any other UNIVERSITY employee of the

COACH'S classification. Misconduct shall include, but not be limited to, engaging in conduct which (i) displays a serious disrespect or disregard for the mission of the University, (ii) brings COACH into substantial public disrepute, contempt, scandal, or ridicule sufficient to materially impair COACH's ability to perform the obligations contained herein without material adverse impact on the team or athletic program; (iii) constitutes moral turpitude or breaches the high moral and ethical standards applicable to Coach as a visible representative of the UNIVERSITY; (iv) constitutes failure by COACH to report to a university administrator (direct supervisor or Athletics Director) in a timely manner (within 24 hours of becoming aware) any conduct known, observed, suspected by and/or reported to COACH that constitutes or may constitute a violation of NCAA regulations, conference rules, and the University's policies and procedures (including, but not limited to, those addressing anti-discrimination, harassment and retaliation); or (v) any determined violation of Title IX of the Education Amendments of 1972 or failure to report a "known violation" as required in Sub-clause 9.3 of this contract. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination. The termination date shall be the date on which notice of termination is given, or on such later date as may be set forth by UNIVERSITY in the notice of termination. The judgment as to whether the conduct of COACH constitutes cause under this provision shall not be exercised arbitrarily, capriciously or in a discriminatory manner by the UNIVERSITY. No damages shall be due from UNIVERSITY if termination is for *just cause*. All compensation, including salary, benefits, and other remuneration incidental to employment, cease upon termination.

11.2.1 In lieu of termination for cause, and apart from any rights it may have under this Section 11.0, the UNIVERSITY may impose disciplinary sanctions less severe than termination of COACH, up to and including suspension or leave without pay for any act or omission which would be grounds for termination for cause. Imposition of such

sanctions shall be at the discretion of the UNIVERSITY, which shall not be exercised arbitrarily or capriciously.

11.3 The UNIVERSITY may at any time, and in its sole discretion, terminate the employment of COACH for any reason. In the event the UNIVERSITY terminates the Contract *without cause* prior to the expiration of its term, the UNIVERSITY, at its option, shall pay COACH the remaining base salary that COACH would have earned from the UNIVERSITY during the current fiscal year, or a sum equivalent to three (3) months of base salary, whichever is less; OR reassign COACH to another suitable position at the UNIVERSITY for the remainder of the current fiscal year in lieu of the payout described in this paragraph. If the payout option is chosen by the UNIVERSITY, such funds shall be paid from the current fiscal year funding to COACH in lump sum no later than sixty (60) days from the effective date of termination or in monthly installments until such amount is paid in full at the sole discretion of the University.

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

11.5 In the event COACH terminates the Contract to become a head tennis coach elsewhere, COACH would be liable to the UNIVERSITY for liquidated damages in an amount equivalent to the remaining base salary that COACH would have earned from the UNIVERSITY during the current fiscal year, or a sum equivalent to three (3) months of base salary, whichever is less. The liquidated damages shall be due and payable by COACH in a lump sum within sixty (60)

days of the date of termination.

11.6 If COACH terminates this contract for any other reason than becoming employed as a head tennis coach, including without limitation, retirement, health or personal reasons, disability, employment in another profession, then COACH shall have no responsibility, obligation, or liability to the UNIVERSITY.

11.7 COACH may be terminated at any time due to the financial circumstances in which the UNIVERSITY and/or the University of Louisiana System has declaration of financial exigency. Such a termination can be based on consideration of budgetary restrictions, and priorities for maintenance of program and services. In the event of such termination, COACH will receive three (3) months notice of termination or three (3) months regular pay in lieu of such notice. All compensation, including salary, benefits, and other remuneration incidental to employment, cease upon termination.

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

12.0 Severability

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

13.0 Force Majeure

Neither party shall be considered in default performance of his or its obligations under this Agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall

be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil commotion, strike, lockout, epidemic, accident, fire, wind or flood or any requirements of law, or an act of God.

14.0 Entire Agreement

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

ACKNOWLEDGED AND AGREED TO BY:

_____ Date: _____
Ron Berry
President, University of Louisiana at Monroe

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

_____ Date: _____
Adam Cossey
President, ULM Athletic Foundation

ACKNOWLEDGED AND AGREED TO BY:

_____ Date: _____
Ivone Alvaro
Head Tennis Coach

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

Dr. Jim Henderson
President
University of Louisiana System

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

ATHLETIC COMMITTEE

June 22, 2023

Item G.15. University of Louisiana at Monroe's request for approval of a contract with Mr. William Roberts, Head Women's Soccer Coach, effective January 17, 2023.

EXECUTIVE SUMMARY

Under the proposed agreement, effective through December 31, 2025, Coach's annual salary is \$61,400 from the University. In addition, Coach will receive a monthly cell phone allowance of \$45 to be paid by the University and a monthly vehicle allowance of \$300 to be paid by the University of Louisiana at Monroe Athletic Foundation (ULMAF).

ULMAF will pay Coach for the following accomplishments, if the team's annual Academic Progress Rate (APR) score is 930 or greater:

- \$2,500 if the team wins the Sun Belt Conference regular season championship
- \$5,000 if the team receives an at-large NCAA Division I Soccer Tournament bid
- \$5,000 if the Team wins the Sun Belt Conference Tournament Championship
- \$15,000 if the Team wins the NCAA Division I Soccer Championship
- \$2,500 for being named Sun Belt Conference Coach of the Year
- \$1,000 if the team's annual APR is greater than 950

In the event the University terminates the contract without cause, Coach shall be entitled to the base salary due for the remainder of the current fiscal year or a sum equivalent to three months of base salary, whichever is less. The University may reassign Coach to another suitable position at the University for the remainder of the fiscal year.

In the event the Coach terminates the contract without cause to become head soccer coach elsewhere, the University shall be entitled to the base salary due for the remainder of the current fiscal year or a sum equivalent to three months of base salary, whichever is less.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Monroe's request for approval of a contract with Mr. William Roberts, Head Women's Soccer Coach, effective January 17, 2023.

**CONTRACT OF EMPLOYMENT
HEAD WOMEN’S SOCCER COACH**

STATE OF LOUISIANA

PARISH OF OUACHITA

This agreement is made and entered into effective as of the 17th day of January, 2023 between the **University of Louisiana at Monroe** (hereinafter referred to as “UNIVERSITY”) and through its President, and **William Roberts** (hereinafter referred to as “COACH”). This agreement is subject to the approval of the Board of Supervisors for the University of Louisiana System (hereinafter referred to as “Board”), the management board for the University of Louisiana at Monroe, and therefore the terms and conditions set forth in this agreement are not binding upon the parties until approval of the Board is obtained. ULM Athletic Foundation (hereinafter referred to as “FOUNDATION”) joins this agreement consenting to the obligations incurred by FOUNDATION.

1.0 Employment

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

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

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

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

2.0 Term

2.1 The term of this agreement is for a fixed period commencing on **January 17, 2023**, and terminating without further notice to COACH on **December 31, 2025**, unless sooner terminated or extended under the terms of this agreement.

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

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

3.0 Compensation

3.1 In consideration of COACH'S services and satisfactory performance of this agreement, UNIVERSITY shall pay COACH a base annual salary of **\$61,400** for the term of this agreement, payable on a bi-weekly basis.

3.2 COACH may be eligible for cost of living or merit pay increases from the University in addition to the stated UNIVERSITY base salary. The COACH is also subject to pay

adjustments according to economic circumstances that affect all employees in the unclassified state service.

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

4.0 Employee Benefits

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

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

4.3 COACH shall receive a monthly vehicle allowance of \$300.00 to be paid by the FOUNDATION. This benefit shall not be considered income for the purpose of computation of retirement benefits, and Coach shall be responsible for all applicable taxes.

4.4 COACH shall receive two (2) complimentary tickets to ULM intercollegiate athletic home games.

5.0 Performance Incentives

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

- (a) \$2,500 if the Team wins the Sun Belt Conference regular season championship
- (b) \$5,000 if the Team wins the Sun Belt Conference SOCCER Tournament

- (c) \$5,000 if the Team receives an at-large NCAA Tournament Bid
- (d) \$15,000 if the Team wins the NCAA Division I SOCCER Championship
- (e) \$2,500 for being named Sun Belt Conference Coach of the Year
- (e) \$1,000 if the SOCCER team's annual APR is greater than 950

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

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

5.4 COACH may waive the payment of all or a portion of any amount due and request that such amount be paid to one or more full-time members of the Women's Tennis coaching staff provided that no payment may be made to any employee who is the subject of a current disciplinary action or investigation.

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

6.0 Camps and Clinics

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

6.2 It is specifically agreed that in the operation of such camps, COACH acts for COACH's self in COACH's private capacity and not as an agent or employee of the UNIVERSITY and that this agreement constitutes merely a license to use the property and facilities subject to UNIVERSITY camp policies/procedures and the conditions hereafter stated.

- (a) Special set-ups or changes in original set-up of facilities will be taken care of by the COACH with no cost to the UNIVERSITY.
- (b) The COACH agrees to pay the UNIVERSITY all out-of-pocket costs incurred by the UNIVERSITY in making the facilities available for the camps.
- (c) The COACH agrees to secure a policy of insurance in a company approved by the UNIVERSITY's Risk Management Office under which the Board of Supervisors of the University of Louisiana System, the UNIVERSITY, its agents and servants, are named as the insured (or as an additional insured) which provides:
 - A. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage if COACH hires any employees to work at such camps or clinics.
 - B. Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
 - C. The policy does not exclude coverage for sexual molestation (for camps involving minor participants).
- (d) Annual leave must be requested to cover the dates of the camp operation for all UNIVERSITY personnel involved.
- (e) Complete records will be maintained regarding income and expenditures associated with said camp and available for verification by UNIVERSITY auditors.
- (f) The COACH agrees to protect, indemnify and save harmless the UNIVERSITY from and against any and all expenses, damages, claims, suits, actions, judgments

and costs whatsoever, including reasonable attorney's fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death during the operation of said camp activities. -

- (g) The COACH is an independent contractor during said camp activities and, as such, is licensed to use certain facilities of the UNIVERSITY. The COACH, as a UNIVERSITY employee, will undertake to observe and require campers and its staff to conform to the general rules applicable to the use of UNIVERSITY facilities. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.
- (h) The Director of Intercollegiate Athletics will be the administrative officer of the UNIVERSITY who will be advised by the COACH of any problems or questions which may arise out of the operation of summer camps.

7.0 Apparel, Equipment Endorsements

7.1 The UNIVERSITY shall receive and then pay to COACH any funds for which COACH is responsible in obtaining for the UNIVERSITY through COACH's endorsements of show, apparel or equipment manufacturers. The benefits shall not be considered earned income for the purpose of computation of retirement benefits and COACH shall be responsible for all applicable taxes.

8.0 Outside Income and /or Benefits

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

COACH's University employment; UNIVERSITY shall have no responsibility for any claims arising therefrom.

9.0 Compliance with Law, Policy and Regulations

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

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

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

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

10.0 Women's Soccer Staff

10.1 COACH shall have the authority to select unclassified Women's Soccer personnel upon authorization by the Athletic Director and approval by the Board of Supervisors for the University of Louisiana System.

11.0 Termination

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

11.2 COACH may be terminated by the Athletic Director at any time for: misconduct; substantial and manifest incompetence; violation or gross disregard of state or federal laws; being found in violation of NCAA regulations, conference, or UNIVERSITY rules, regulations, policies or procedures; refusing to accept reassignment of responsibilities in accordance with the provisions of paragraph 1.1 herein above in situations in which the UNIVERSITY determines that the best interest of the UNIVERSITY and of its intercollegiate athletic program require that the COACH no longer retain the position of Head Women's Soccer Coach; violating any provision of this contract; and any cause adequate to sustain the termination of any other UNIVERSITY employee of the COACH'S classification. Misconduct shall include, but not be limited to,

engaging in conduct which (i) displays a serious disrespect or disregard for the mission of the University, (ii) brings COACH into substantial public disrepute, contempt, scandal, or ridicule sufficient to materially impair COACH's ability to perform the obligations contained herein without material adverse impact on the team or athletic program; (iii) constitutes moral turpitude or breaches the high moral and ethical standards applicable to Coach as a visible representative of the UNIVERSITY; (iv) constitutes failure by COACH to report to a university administrator (direct supervisor or Athletics Director) in a timely manner (within 24 hours of becoming aware) any conduct known, observed, suspected by and/or reported to COACH that constitutes or may constitute a violation of NCAA regulations, conference rules, and the University's policies and procedures (including, but not limited to, those addressing anti-discrimination, harassment and retaliation); or (v) any determined violation of Title IX of the Education Amendments of 1972 or failure to report a "known violation" as required in Sub-clause 9.3 of this contract. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination. The termination date shall be the date on which notice of termination is given, or on such later date as may be set forth by UNIVERSITY in the notice of termination. The judgment as to whether the conduct of COACH constitutes cause under this provision shall not be exercised arbitrarily, capriciously or in a discriminatory manner by the UNIVERSITY. No damages shall be due from UNIVERSITY if termination is for *just cause*. All compensation, including salary, benefits, and other remuneration incidental to employment, cease upon termination.

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

arbitrarily or capriciously.

11.3 The UNIVERSITY may at any time, and in its sole discretion, terminate the employment of COACH for any reason. In the event the UNIVERSITY terminates the Contract *without cause* prior to the expiration of its term, the UNIVERSITY, at its option, shall pay COACH the remaining base salary that COACH would have earned from the UNIVERSITY during the current fiscal year, or a sum equivalent to three (3) months of base salary, whichever is less; OR reassign COACH to another suitable position at the UNIVERSITY for the remainder of the current fiscal year in lieu of the payout described in this paragraph. If the payout option is chosen by the UNIVERSITY, such funds shall be paid from the current fiscal year funding to COACH in lump sum no later than sixty (60) days from the effective date of termination or in monthly installments until such amount is paid in full at the sole discretion of the University.

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

11.5 In the event COACH terminates the Contract to become a head women's soccer coach elsewhere, COACH would be liable to the UNIVERSITY for liquidated damages in an amount equivalent to the remaining base salary that COACH would have earned from the UNIVERSITY during the current fiscal year, or a sum equivalent to three (3) months of base salary, whichever is less. The liquidated damages shall be due and payable by COACH in a lump sum within sixty (60) days of the date of termination.

11.6 If COACH terminates this contract for any other reason than becoming employed as a head women's soccer coach, including without limitation, retirement, health or personal reasons, disability, employment in another profession, then COACH shall have no responsibility, obligation, or liability to the UNIVERSITY.

11.7 COACH may be terminated at any time due to the financial circumstances in which the UNIVERSITY and/or the University of Louisiana System has declaration of financial exigency. Such a termination can be based on consideration of budgetary restrictions, and priorities for maintenance of program and services. In the event of such termination, COACH will receive three (3) months notice of termination or three (3) months regular pay in lieu of such notice. All compensation, including salary, benefits, and other remuneration incidental to employment, cease upon termination.

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

12.0 Severability

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

13.0 Force Majeure

Neither party shall be considered in default performance of his or its obligations under this Agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and

which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil commotion, strike, lockout, epidemic, accident, fire, wind or flood or any requirements of law, or an act of God.

14.0 Entire Agreement

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

ACKNOWLEDGED AND AGREED TO BY:

_____ Date: _____
Ron Berry
President, University of Louisiana at Monroe

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

_____ Date: _____
Adam Cossey
President, ULM Athletic Foundation

ACKNOWLEDGED AND AGREED TO BY:

_____ Date: _____
William Roberts
Head Women’s Soccer Coach

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

Dr. Jim Henderson
President
University of Louisiana System