

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

ATHLETIC COMMITTEE

February 23, 2023

Item G.1. **Grambling State University's** request for approval of a contract with Ms. Paige Phillips, Head Volleyball Coach, effective March 31, 2023.

EXECUTIVE SUMMARY

Under this agreement, through June 30, 2026, Coach will earn \$60,000 to be paid in monthly installments. During the contract term, Coach shall have the opportunity to earn supplemental compensation paid to the Coach through the University's normal payroll process. All incentive compensation will be paid by GSU from available auxiliary funds prior to February 28 of the respective contract year. Supplemental compensation for achieving athletic performance goals:

- | | |
|--|----------|
| • NCAA National Coach of the Year | \$5,000 |
| • NCAA National Champions | \$10,000 |
| • NCAA Win (NCAA National Tournament) | \$2,500 |
| • SWAC Coach of the Year | \$2,000 |
| • SWAC Regular Season
(Win or Tie/Overall Championship) | \$2,000 |

Coach shall be entitled to a monthly cell phone stipend in the amount of \$75.

In the event that Coach is terminated without cause, the first two years of this agreement shall be guaranteed. If the University terminates after June 30, 2024, Coach shall be paid her full base salary earned for the remainder of the current fiscal year of the contract in a lump sum as an accounts payable.

In the event Coach terminates the contract without cause to become a volleyball coach, then Coach would be liable to the University for liquidated damages of 50% of the base salary that she would have earned in the last year of the contract.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Grambling State University's request for approval of a contract with Ms. Paige Phillips, Head Volleyball Coach, effective March 31, 2023.



Office of the President

January 31, 2023

**MEMORANDUM TO THE BOARD OF SUPERVISORS OF THE
UNIVERSITY OF LOUISIANA SYSTEM**

**SUBJECT: REQUEST FOR APPROVAL OF A CONTRACT WITH
MS. PAIGE PHILLIPS, HEAD VOLLEYBALL COACH**

Grambling State University (GSU) respectfully requests approval of a contract with Ms. Paige Phillips, Head Volleyball Coach, effective March 31, 2023.

Your favorable consideration of this request is greatly appreciated.

Sincerely,

A handwritten signature in blue ink, appearing to read "RJ Gallot", is written over a horizontal line.

Richard J. Gallot, Jr., JD
President



CONTRACT OF EMPLOYMENT HEAD VOLLEYBALL COACH

STATE OF LOUISIANA

PARISH OF LINCOLN

This agreement is made and entered into on this 1st day of March 2023 between Grambling State University and through its President, Richard J. Gallot, Jr. and **Paige Phillips** (hereafter 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 Grambling State University, and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the Board.

1.0 Employment

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

2.0 Term

- 2.1 The term of this agreement is for a fixed period commencing on the 1st day of March, 2023 and terminating without further notice to COACH on the 30th day of June 2026, unless extended under the terms of this agreement.
- 2.2 This agreement has an option to renew, with a 1 year extension, 15 days after year two concludes on or about June 30, 2025.
- 2.3 This agreement is renewable for one year, fully guaranteed, if the VP of Athletics leaves the University within the first three years of the agreement.
- 2.4 The extension or renewal of this agreement by the University and an acceptance by COACH, must be in writing and signed by the parties as well as approved by the Board. This agreement in no way grants COACH a claim to tenure in employment or at Grambling State University.

3.0 Compensation

- 3.1 In consideration of COACH'S services and satisfactory performance of this agreement, the University shall pay COACH a minimum base annual salary of SIXTY THOUSAND DOLLARS (\$60,000.00) per year for the term of this agreement, payable on a monthly basis.
- 3.2 The University does not guarantee amounts due under this contract beyond the current year of performance. Should the contract be terminated for any reason, amounts due shall be determined in accordance with paragraph 10.
- 3.3 Coach will be entitled to supplemental compensation as an incentive. All incentive compensation will be paid by GSU from available auxiliary funds prior to June 30 of the respective contract year.
- 3.4 Coach will be entitled to supplemental compensation for achieving the following benchmarks/goals.

	<u>Coach</u>
3.4.1 NCAA National Coach of the Year	\$ 5,000.00
3.4.2 NCAA National Champions	\$10,000.00
3.4.3 NCAA Win (NCAA Tournament)	\$ 2,500.00
3.4.4 Win SWAC Tournament	\$ 2,000.00
3.4.5 SWAC Coach of the Year	\$ 2,000.00
3.4.6 SWAC Regular Season Win or Tie / Overall Championship	\$ 2,000.00

4.0 Camps and Clinics

- 4.1 The Head Coach may operate volleyball camp(s) and clinics ("Camp") at University facilities and shall be entitled to 65% of all net profits from operation of the Camp after the payment of all expenses. The University acknowledges that the Camp may include (but is not limited to) the following Camp programs: Coaching Clinics, High School Camp; Youth Camp; Team Camp; Hitting Camp; and/or Serving Camp. The "Camp" must be operated in accordance with the best Louisiana practices, appropriate financial controls, and the rules, guidelines, policies, and procedures of the Athletic Department, University, SWAC and NCAA. The Coach and University agree to a 65/35 revenue share of net profits, and in no event shall the University receive less than normal operational cost of facility rental / usage. Within sixty (60) days of the closing of the Camp, Head Coach will provide to the University a full financial accounting of the Camp, including a statement of income and expenses, an accounting of the distribution to University employees and

third parties. The Head Coach agrees that she has the right to operate this Camp only as long she is the Head Coach and that the University will assume the right to operate the Camp upon the termination of Head Coach's employment. Solely in connection with the operation of such Camp and consistent with the University's Guidelines for Proper Trademark Use, Head Coach shall have permission to use the terms "Grambling State University," "Grambling Lady Tigers," and all other University names, logos, trademarks, and designs, provided, however, that such permission shall not include permission to sell or distribute University or other merchandise except in accordance with this Agreement and University policy. The University will also help promote the Camp programs through announcements utilizing University controlled media as may be requested from time to time by Camp representatives and with the approval of the VP of Athletics or said designee. Nothing in this section shall prohibit the Head Coach from operating a volleyball camp unrelated to the University upon her termination from University employment.

4.2 It is specifically agreed that in the operation of such camps, COACH acts for herself in her private capacity and not as an agent or employee of the University while on leave to operate camps and/or clinics. This agreement constitutes merely a license to use the property and facilities subject to the conditions hereafter stated.

- a) The COACH agrees to secure a policy of insurance in a company approved by the University's Risk Management Office under which the Board of Supervisors of the University of Louisiana, the University, its agents and servants, are named as the insured (or as an additional insured) which provides:
 - i. 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.
 - ii. Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
- b) Complete records will be maintained regarding income and expenditures associated with said camp and available for verification by University auditors.
- c) 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 which arise out of COACH's gross negligence or willful misconduct during the operation of said camp activities.
- d) The COACH is an independent contractor during said camp activities and, as such, is licensed to use certain facilities of the University. The COACH, as a University employee, will undertake to observe and require campers and its staff to conform to the general rules applicable to the use of University facilities. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.
- e) The VP 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 summer camps.

5.0 Employee Benefits

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

6.0 Outside Income- Subject to Compliance with Board Rules

- 6.1 The COACH shall be authorized to earn other revenue while employed by the University, but such activities are independent of her University employment and the University shall have no responsibility for any claims arising therefrom. Subject to Section 4.0 above, COACH shall be entitled to retain revenue generated from her operation of volleyball camps and/or volleyball clinics in accordance with University policy relating to camps or clinics conducted by Athletic Department personnel. All outside income will be subject to approval in accordance with the Board of Supervisors for the University of Louisiana System policies.
- 6.2 COACH shall report annually in writing to the President through the VP of Athletics on July 1st all athletic related income from sources outside the University and the University shall have reasonable access to all records of COACH to verify this report (NCAA Constitution Article 10.2.2).

7.0 Apparel, Equipment Endorsements

- 7.1 During the Term COACH acknowledges that she is subject to the Louisiana Code of Governmental Ethics. COACH shall be permitted to accept compensation, goods, publicity, or gratuities of any kind, directly or indirectly, from any company, brand, designer, agency, distributor, or manufacturer in a transaction that is not prohibited. Any such transaction that is not prohibited that results in such compensation, goods, or gratuities shall be reported in accordance with the Board of Supervisors for the University of Louisiana System policies and NCAA rules.

8.0 Compliance with NCAA, Conference and University Rules

- 8.1 COACH shall abide by the rules and regulations of the NCAA, Conference and University. If found in violation of NCAA regulations, COACH shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA Constitution 11.2.1). COACH may be suspended for a period of time, without pay, or the employment of COACH may be terminated if COACH is found to be involved in deliberate and serious violations of NCAA, Conference and University regulations (NCAA Constitution 11.2.1) and as described in Section 10.6 hereof.
- 8.2 COACH shall also abide by the State of Louisiana Code of Government Ethics, University Policy and Regulations, federal laws, other state laws, and the policies and regulations of the University of Louisiana System. In public appearances, she shall at all times conduct herself in a manner that befits a University official and shall always attempt to create goodwill and a good image for the University.
- 8.3 COACH and University 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.

9.0 Volleyball Staff

- 9.1 COACH shall have the authority to select unclassified volleyball personnel upon authorization by the VP of Athletics and approval by the President and Board of Supervisors for the University of Louisiana System as required by board policies. COACH shall be

responsible to set and oversee the schedule of volleyball games and related activities, as long as such schedules are approved by the VP of Athletics and complies with all University policies and procedures.

10.0 Termination

- 10.1 Either party may terminate this agreement without just cause prior to the expiration of its terms by giving (30) days written notice to the other party. Prior to termination of COACH, University will obtain approval from the President of the University of Louisiana System.
- 10.2 If without cause, the first two years of this agreement shall be guaranteed, if the University terminates after June 30, 2024. COACH shall be paid her full base salary earned for the remainder of the current fiscal year of the contract in a lump sum as an accounts payable.
- 10.3 In the event COACH terminates the Contract without cause to become a volleyball coach, then, COACH would be liable to the University for liquidated damages of 50% of the base salary that she would have earned in the last year of the contract. The liquidated damages shall be due and payable over six (6) months in six (6) equal payments from the date of termination. If COACH terminates this contract for any other reason than becoming employed as a volleyball coach including, without limitation, retirement, health or personal reasons, disability, employment in another profession, then the COACH shall have no responsibility, obligation, or liability to the University.
- 10.4 COACH may be terminated by the President taking into account the recommendation of the VP of Athletics at any time for just cause. Just cause for termination of COACH shall include, but is not limited to, a knowing or willful violation or gross disregard of state or federal laws, NCAA or Conference regulations or University policies, including any reporting obligations under Title IX (as referenced in Section 10.6) or procedures; COACH's unreasonable failure to utilize her best efforts in the fulfillment of her duties as may be reasonably required hereunder; or behavior that brings the employee into public disrepute, contempt, scandal, ridicule, or that reflects unfavorably on the reputation or the high moral or ethical standards of the University. The university shall have the sole authority to determine whether the conduct of COACH constitutes cause under this provision although it shall not be exercised arbitrarily, capricious or in a discriminatory manner. No damages shall be due if termination is for just cause.
- 10.5 COACH may be terminated at any time due to: (1) natural disasters or other uncontrollable or unforeseen circumstances (force majeure) preventing the university and/or athletics department from continuing operations; (2) war or civil insurrection; (3) financial circumstances in which the University and/or the University of Louisiana System has a declaration of financial exigency. In the event of a financial exigency, a termination can be based on consideration of budgetary restrictions, and priorities for maintenance of program and services and, COACH will receive six (6) months notice of termination or six (6) months regular pay in lieu of such notice. In all other circumstances under this paragraph COACH will receive thirty days notice or thirty days compensation in lieu of such notice. All compensation, including salary, benefits, and other remuneration incidental to employment, cease upon termination.
- 10.6 COACH shall promptly report to the University's Title IX Coordinator or Deputy Title IX Coordinator any known violations of the University's or the University of Louisiana System's Sexual Misconduct Policy (including, but not limited to sexual harassment, sexual assault, sexual exploitation, domestic violence and stalking) that involve any

student, faculty, or staff or that is in connection with a University sponsored activity or event. Any emergency situation shall be immediately reported to 911 and/or law enforcement. For Purposes of this paragraph, a “known violation” shall mean a violation or an allegation of a violation of Title IX or Power Based Violence that COACH is aware of or has reasonable cause to believe is taking place or may have taken place.

Paige Phillips
Head Volleyball Coach
Grambling State University

Richard J. Gallot, Jr., JD
President
Grambling State University

Dr. Trayvean Scott, Ph.D.
Vice President of Intercollegiate Athletics
Grambling State University

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

PRESIDENT-BOARD OF SUPERVISORS

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

ATHLETIC COMMITTEE

February 23, 2023

Item G.2. **Southeastern Louisiana University's** request for approval of a contract with Mr. Frank Scelfo, Head Football Coach, effective January 1, 2023.

EXECUTIVE SUMMARY

Under the proposed agreement, effective through December 30, 2029, the Coach's annual base salary is \$151,482. Coach will also be provided the use of a vehicle provided by a dealership and, if one is not available, Coach will receive a \$500 per month allowance. The Lion Athletics Association (LAA) will pay Coach \$65,000 a year for fundraising and speaking engagements, and this amount will increase by \$10,000 a year for each year thereafter. Coach will also receive an additional \$55,000 for radio and/or television shows. Finally, the LAA will pay salary supplements, subject to all mandatory withholdings and inclusive of retirement and medicare payments, on certain specified achievements as follows:

- \$7,500--Conference Coach of the Year
- \$2,500--Conference CO- Coach of the Year
- \$10,000--National Coach of the Year
- \$10,000--for Conference Season (Team) Championship
- \$2,500--for at-large NCAA playoff bid
- \$3,000--for each playoff win
- \$3,000--Seven wins in a single regular season
- \$6,000--Eight or more wins in a single regular season (not cumulative with seven wins)
- \$9,000--Nine or more wins in a single regular season (not cumulative with seven or eight wins)
- \$25,000--for winning the NCAA National Championship
- \$6,000--Average Cumulative Team GPA of 2.75 at the end of the spring semester
- \$250--NCAA All American Athlete with GPA over 3.0
- \$100--NCAA All American Athlete with GPA 2.0-2.9
- \$1,000--Team average APR above 965

All incentive payments will be due by May 31 following the conclusion of the season in which such incentive is earned. Incentives will be capped as follows:

- Year 1: \$25,000
- Year 2: \$30,000
- Years 3-7: No Cap

If the University terminates the agreement without cause, Coach is entitled to be paid the compensation outlined in the contract for the remainder of the contract period of December 30, 2029. The University is responsible for the base salary through the end of the fiscal year (June 30) in which the termination occurs. The LAA is responsible for the base salary for the remaining months in the agreement (the next July 1 through expiration).

In the event that Coach terminates the contract and leaves the University for another FCS school, Coach will owe the University \$150,000. In the event that Coach terminates the contract for any other reason unless otherwise excluded, the Coach will owe the University the following:

- Termination during first contract year: \$75,000
- Termination during second contract year: \$60,000
- Termination during third contract year: \$50,000
- Termination during fourth contract year: \$40,000
- Termination during fifth contract year: \$30,000
- Termination during sixth contract year: \$20,000
- Termination during seventh contract year: \$10,000

In the event the current Athletic Director, Jay Artigues, exits the University for any reason or is no longer in his role as Athletic Director, the Coach may terminate the agreement without penalty. Payment to the University shall be due 120 days following notice of termination.

The University and the LAA each 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. Frank Scelfo, Head Football Coach, effective January 1, 2023.

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

**STATE OF LOUISIANA
PARISH OF TANGIPAHOA**

This agreement is made and entered into on this 1st day of January, 2023 between Southeastern Louisiana University through its President, Dr. John Crain and Frank Scelfo (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 FOOTBALL COACH and COACH does hereby accept employment and agrees to perform all of the services pertaining to FOOTBALL which are required of COACH, as well as other services as may be contemplated hereunder, all as prescribed by the UNIVERSITY through its President and/or Athletics Director ("DIRECTOR").

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

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

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

1.5 COACH shall schedule an appropriate number of guarantee FOOTBALL games on an

annual basis in order to generate revenue as determined by the DIRECTOR. The DIRECTOR will have the responsibility for approving the annual FOOTBALL schedule.

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

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

2.0 Term

2.1 The term of this agreement is commencing on the 1st day of January, 2023 and terminating without further notice to COACH on the 30th day of December, 2029. COACH further agrees that during the term of this agreement, as previously defined, the COACH will not seek to renegotiate the terms or conditions as established herein.

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 \$151,482 for the term of this agreement on a bi-weekly basis.

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

3.3 The COACH will be paid an additional annual amount of \$ 65,000 from the General Fund within the Lion Athletics Association ("LAA") for the COACH's LAA fund raising and speaking engagements as assigned by the Athletic Director during the first year of contract. The COACH's additional annual payment for fundraising and speaking engagements will increase \$10,000 a year for each year thereafter. This increase shall not be in addition to other merit pay increases the COACH may be eligible to receive. Should the COACH be eligible to receive a merit increase, the COACH will receive the maximum merit allocation for the COACHES position or \$10,000, whichever is greater. Such increases are to be paid from the Football Restricted Fund within the Lion Athletics Association ("LAA") and are contingent upon the availability of funds to support such increase(s), except for funds allocated for merit.

3.4 The COACH will also be paid an additional \$ 55,000 from the LAA, as outlined in section 5.0, for Radio and/or Television Show.

3.5 The UNIVERSITY also agrees to increase the FOOTBALL ASSISTANT COACHES SALARY POOL as follows:

- Year 1: 625,000
- Year 2: 630,000
- Year 3: 655,000
- Year 4: 660,000
- Year 5: 665,000
- Year 6: 670,000
- Year 7: 675,000

This increase shall not be in addition to other merit pay increases the ASSISTANT COACHES may be eligible to receive. Should employees receive merit increases, the total increase will be the total merit allocation for all ASSISTANT COACHES or as outlined above in the FOOTBALL ASSISTANT COACHES SALARY POOL schedule, whichever is greater. Such increases are to be paid from the Football Restricted Fund within the Lion Athletics Association ("LAA") and are contingent upon the

availability of funds to support such increase(s), except for funds allocated for merit.

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

4.0 Incentive Compensation

During the time of employment as head coach, COACH will 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 LAA. Any obligations of the LAA 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 staff in accordance to UNIVERSITY policy and procedures.

The potential earned salary supplements are:

- A. \$7,500.00- Conference Coach of the Year
- B. \$2,500.00- Conference CO- Coach of the Year
- C. \$10,000 – National Coach of the Year
- D. \$10,000- for Conference Season (Team) Championship
- E. \$2,500 – for at-large NCAA playoff bid
- F. \$3,000 – for each playoff win
- G. \$3,000 – Seven (7) wins in a single regular season
- H. \$6,000 – Eight (8) or more wins in a single regular season (not cumulative with Item G)
- I. \$9,000 – Nine (9) or more wins in a single regular season (not cumulative with Items G or H)
- J. \$25,000 for winning the NCAA National Championship
- K. \$6,000 Average Cumulative Team GPA of 2.75 at the end of the spring semester

- L. \$250.00- NCAA All American Athlete with GPA over 3.0
- M. \$100.00-NCAA All American Athlete with GPA 2.0-2.9
- N. \$1,000.00 Team average APR above 965

All incentive payments will be due by May 31 following the conclusion of the season in which such incentive is earned. Incentives will be capped as follows:

- 1. Year 1: \$25,000
- 2. Year 2: \$30,000
- 3. Years 3 – 7: No Cap

5.0 Contracts for broadcast and/or telecast

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

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

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

- (a) The COACH, or the LAA agrees to pay the UNIVERSITY all out-of-pocket costs incurred by the UNIVERSITY in the filming or production of the television and radio show.

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

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

6.0 Camps and Clinics

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

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

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

- (b) Special set-ups or changes in original set-up of facilities will be taken care of by the COACH with no cost to the University.
- (c) The COACH agrees to pay the University all out-of-pocket costs incurred by the University in making the facilities available for the camps.
- (d) The COACH agrees to secure a policy of insurance in a company approved by the University's Risk Management Office under which the Board of Supervisors of the University of Louisiana System, the University, its agents and servants, are named as the insured (or as an additional insured) which provides:
 - 1) Workers Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage if COACH hires any employees to work at such camps or clinics.
 - 2) Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
- (e) Annual leave shall be requested to cover the dates and times of the camp operation for all University personnel involved.
- (f) Complete records will be maintained regarding income and expenditures associated with said camp and available for verification by University auditors.
- (g) The COACH agrees to protect, indemnify and save harmless the University from and against any and all expenses, damages, claims, suits, actions, judgments and costs whatsoever, including reasonable attorney's fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death during the operation of said camp activities.
- (h) The COACH is an independent contractor during said camp activities and, as such, is licensed to use certain facilities of the University. The COACH, as a University employee, will undertake to observe and require campers and its staff to conform to the general rules applicable to the use of University facilities. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.
- (i) The DIRECTOR and the Director of Auxiliary Services will be the administrative officers of the University who will be advised by the COACH of any problems or questions which may arise out of the operation of summer camps.

7.0 Employee Benefits

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

7.2 Courtesy/Leased Vehicle Benefit

- (a) COACH may receive a courtesy/leased vehicle if an arrangement can be made through a local dealership. The benefit shall not be considered earned income for the purpose of computation of retirement benefits, and COACH shall be responsible for all applicable taxes. The University has no obligation to furnish a vehicle to COACH. The arrangements for a vehicle shall be made by the Athletics Director.
 - (1) Should a courtesy/leased vehicle arrangement not be available with a local dealership, COACH may receive a monthly monetary allowance not to exceed \$500.00 toward the expense of a vehicle. Funding for the allowance must originate from sources outside of the University upon signature of this agreement. The University will disburse the allowance to COACH in equal monthly installments using University normal payroll procedures. The COACH agrees to abide by all rules and regulations as outlined in PPM 49.
- (b) Insurance on any courtesy/leased vehicle must be paid for by the dealership, the COACH, or some other arrangement agreed to by the Athletics Director.
- (c) The COACH may be reimbursed for miles driving the courtesy/leased vehicle on school-sponsored business as authorized and approved following the University of Louisiana System Athletic Travel Policy No. IA-V.(2a).

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

8.0 Outside Income-Subject to Compliance with Board Rules

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

8.2 Notwithstanding the above or anything else herein to the contrary, if COACH receives athletically related income or benefits totaling more than \$600 per year from any source or combination of sources other than UNIVERSITY, COACH must report all such income or benefits to the President

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

9.0 Apparel, Equipment Endorsements

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

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

11.0 Title IX and Sexual Misconduct Policy Reporting and Compliance

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

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

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

12.0 Coaching Staff

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

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

13.0 Termination

13.1 Prior to termination of COACH, University will obtain approval from the President of the University of Louisiana System. In the event that the UNIVERSITY terminates COACH, without cause, the COACH shall be entitled to the base salary specified in Section 3.1, Section 3.2, Section 3.3 and Section 3.4 for the remainder of the term specified in section 2.1. If the University chooses to terminate the Contract at any time during this contract, payments to the coach will be made as follows:

- (a) The University shall pay the amount of base salary owed to COACH as outlined in Section 3.1 and 3.2 from the date of termination to the end of the fiscal year in which the coach is terminated.
- (b) The LAA shall pay the amount owed to COACH as outlined in Sections 3.3 and 3.4 from the date of termination to the end of the fiscal year in which the coach is terminated.
- (c) The remaining portion of money owed to COACH as outlined in Section 3.1, 3.2, 3.3 and 3.4 for the period after the fiscal year in which the coach is terminated shall be paid by the LAA. Payments shall be made over the course of the remaining terms of the agreement as outlined in Section 2.1.

13.2 In the event that COACH terminates the contract and leaves the UNIVERSITY for another FCS school, COACH will owe the UNIVERSITY \$150,000. In the event that COACH terminates the contract for any other reason unless otherwise excluded, the COACH will owe the University the

following:

- Termination during first contract year: \$75,000.
- Termination during second contract year: \$60,000.
- Termination during third contract year: \$50,000
- Termination during fourth contract year: \$40,000
- Termination during fifth contract year: \$30,000.
- Termination during sixth contract year: \$20,000
- Termination during seventh contract year: \$10,000

COACH may terminate the agreement without penalty for any of the following:

- (a) Retirement from football coaching profession.
- (b) Employment with a National Football League (NFL) Franchise.
- (c) Employment in a non-coaching position, including but not limited to an analyst position, with a NCAA Football Program or Athletic Department.
- (d) In the event the current Athletic Director, Jay Artigues, exits the University for any reason or is no longer in his role as Athletic Director.

Payments shall be due one hundred twenty (120) days following notice of termination.

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

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

in public disrepute, contempt, scandal or ridicule that reflects unfavorably upon the reputation or mission of the University.

(d) Substantial and manifest incompetence.

(e) Violation or gross disregard of state or federal laws.

(f) Deliberate and serious violations of NCAA, conference, or UNIVERSITY rules, regulations, policies or procedures.

(g) Failure to promote an atmosphere of compliance pursuant to NCAA Bylaw 11.1.1.1

(h) Unethical conduct pursuant to NCAA Bylaw 10.1

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

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 FOOTBALL program. Such a termination can be based on considerations of budgetary restrictions and/or priorities for maintenance of program and services. In the event of such termination, COACH will receive a 90 calendar day notice of termination or 90 days of regular pay in lieu of such notice, as determined by the UNIVERSITY. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination. In such case, neither the UNIVERSITY nor the employee will be

liable for any buyouts.

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

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

14.0 Fundraising

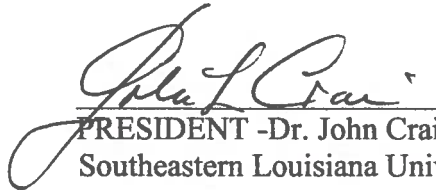
All fundraising activities by COACH must be pre-approved by the DIRECTOR, or his designee, to ensure that such activities are in compliance with University policies as set forth by the Athletics Department, the Office of University Advancement and the LAA. COACH is responsible for meeting the fundraising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

15.0 Force Majeure

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

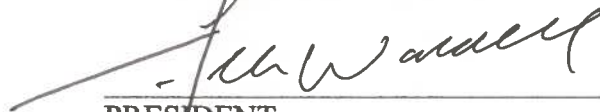
16.0 Severability

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

 1/26/23
PRESIDENT -Dr. John Crain Date
Southeastern Louisiana University

 1/23/23
Jay Artigues Date
DIRECTOR OF ATHLETICS

 1/23/23
Frank Scelfo Date
HEAD FOOTBALL COACH

 1/24/23
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

15 Coach Initial:  Admin Initial: 

BETWEEN:

STATE OF LOUISIANA

Southeastern Louisiana University AND

PARISH OF TANGIPAHOA

Lion Athletics Association AND

HEAD FOOTBALL COACH

AGREEMENT
HEAD FOOTBALL COACH

This is an agreement between the Lion Athletics Association, Southeastern Louisiana University, and Frank Scelfo the University HEAD FOOTBALL COACH.

1.

The Lion Athletics Association desires to assist and aid Southeastern Louisiana University in the employment of the Head FOOTBALL 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.

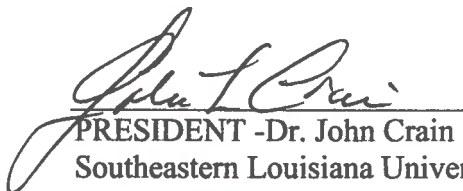
The Lion Athletics Association acknowledges that it has agreed to pay or supplement the salary of the Head FOOTBALL Coach in the amount as per paragraph 3.0 and 4.0 of the Head Coach's Contract of Employment with Southeastern Louisiana University.

3.

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

Entered into this _____ day of _____, 20____.

16 Coach Initial:  Admin Initial: 

 1/26/23
PRESIDENT -Dr. John Crain Date
Southeastern Louisiana University

 1/23/23
Jay Arduques Date
ATHLETICS DIRECTOR

 1/23/23
Frank Scelfo Date
HEAD FOOTBALL COACH

 1/24/23
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

February 23, 2023

Item G.3. **Southeastern Louisiana University's** request for approval of a contract with Mr. James Riser, Head Men's Baseball Coach, effective January 1, 2023.

EXECUTIVE SUMMARY

Under the proposed agreement, effective through June 30, 2025, Coach's annual salary is \$75,276. The current agreement also stipulates that the Coach may be eligible for annual cost of living or merit pay increases in addition to the stated base salary. Coach may be provided the use of a vehicle. Coach will be required to maintain appropriate insurance as required (if vehicle is available) and, if not available, Coach shall receive a monthly vehicle allowance of \$500. Coach will be paid an additional annual amount of \$37,000 from the Lion Athletics Association for fundraising efforts, speaking engagements, and a radio and television show.

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
- \$250--Team average APR above 980
- \$100--Individuals who qualify for NCAA Championship-Beyond team competition

In the event the University terminates the contract without cause, Coach shall be entitled to the base salary from the University and the compensation from Lion Athletics Association for the remainder of the contract period. The University is responsible for the current fiscal year base salary through the end of the fiscal year (June 30). The Lion Athletics Association is responsible for the remaining months in the agreement (the next July 1 through expiration) and any remainder of the funds from the Lion Athletics Association.

In the event Coach terminates the Contract without cause, Coach will be liable to the University for liquidated damages in the amount of \$20,000 if during first contract year, \$15,000 if during second contract year, and \$10,000 after conclusion of second contract year.

The University and the Lion Athletics Association have combined this agreement into one joint employment agreement.

RECOMMENDATION

It is recommended that the following resolution be adopted:

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

**CONTRACT OF EMPLOYMENT
HEAD BASEBALL COACH**

**STATE OF LOUISIANA
PARISH OF TANGIPAHOA**

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

1.0 Employment

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

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

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

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

1.5 COACH shall schedule an appropriate number of guarantee MEN'S BASEBALL games on an annual basis in order to generate revenue as determined by the DIRECTOR. The DIRECTOR will

have the responsibility for approving the annual MEN'S BASEBALL schedule.

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

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

2.0 Term

2.1 The term of this agreement is, commencing on the 1st day of January, 2023 and terminating without further notice to COACH on the 30th day of June, 2025 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 \$ 75,276 for the term of this agreement on a bi-weekly basis.

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

3.3 The COACH will be paid an additional annual amount of \$ 27,000 from the General Fund within the Lion Athletics Association ("LAA" for the COACH's LAA fund raising and speaking engagements as assigned by the Athletic Director.

3.4 The COACH will also be paid an additional \$ 10,000 from the LAA, as outlined in section 5.0, for Radio and/or Television Show.

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

4.0 Incentive Compensation

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

The potential earned salary supplements are:

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

- H. \$250.00 Team average APR above 980
- I. \$ 100.00 Individuals that qualify for NCAA Championship-Beyond team competition.

5.0 Contracts for broadcast and/or telecast

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

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

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

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

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

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

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

6.0 Camps and Clinics

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

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

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

as the insured (or as an additional insured) which provides

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

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

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- (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.

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

8.0 Outside Income-Subject to Compliance with Board Rules

8.1 The COACH shall be authorized to earn other revenue while employed by the UNIVERSITY, but such activities are independent of his/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 MEN'S BASEBALL camps and/or MEN'S BASEBALL clinics in accordance with University policy relating to camps or clinics conducted by Athletics Department personnel. All outside income will be subject to approval in accordance with state law and the policies of the Board of Supervisors for the University of Louisiana System.

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

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

9.0 Apparel, Equipment Endorsements

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

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

10.0 Compliance with NCAA, Conference and University Rules

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

10.2 Pursuant to NCAA Bylaw 11.2.1, The UNIVERSITY and COACH acknowledge and agree that (1) COACH has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case (see NCAA Bylaw 19.2.3 for examples of full cooperation), and (2) an individual found in violation of NCAA regulations shall be subject to disciplinary

or corrective action as set forth in the provisions of the NCAA infractions process (see NCAA Bylaw 19), including suspension without pay or termination of employment.

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

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

11.0 Title IX and Sexual Misconduct Policy Reporting and Compliance

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

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

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

12.0 Coaching Staff

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

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

13.0 Termination

13.1 Prior to termination of COACH, University will obtain approval from the President of the University of Louisiana System. In the event that the UNIVERSITY terminates COACH, without cause, the COACH shall be entitled to the base salary specified in Section 3.1, 3.2, 3.3 and Section 3.4 for the remainder of the term specified in section 2.1. If the University chooses to terminate the Contract at any time during this contract, payments to the coach will be made as follows:

- (a) The University shall pay the amount of base salary owed to COACH as outlined in Section 3.1 and 3.2 from the date of termination to the end of the fiscal year in which the coach is terminated.
- (b) The remaining portion of money owed to COACH as outlined in Section 3.1 and 3.2 for the period after the fiscal year in which the coach is terminated shall be paid by the Lion Athletics Association (LAA).
- (c) The LAA shall also pay remaining portion of money owed to COACH as outlined in Section 3.3 and 3.4.

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

- Termination during first contract year: \$20,000.
- Termination during second contract year: \$15,000.
- Termination after the conclusion of the second contract year: \$10,000.

Payment shall be due one hundred twenty (120) days following notice of termination.

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

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

13.4 All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination. The judgment as to whether the conduct of COACH constitutes cause under this provision shall not be exercised arbitrarily, capriciously or in a discriminatory manner by

the UNIVERSITY. No damages shall be due if termination is for just cause.

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

13.6 This contract may be terminated at any time should the UNIVERSITY discontinue the MEN'S BASEBALL program. Such a termination can be based on considerations of budgetary restrictions and/or priorities for maintenance of program and services. In the event of such termination, COACH will receive a 90 calendar day notice of termination or 90 days of regular pay in lieu of such notice, as determined by the UNIVERSITY. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination. In such case, neither the UNIVERSITY nor the employee will be liable for any buyouts.

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

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

14.0 Fundraising

All fundraising activities by COACH must be pre-approved by the DIRECTOR, or his/her designee, to ensure that such activities are in compliance with University policies as set forth by the

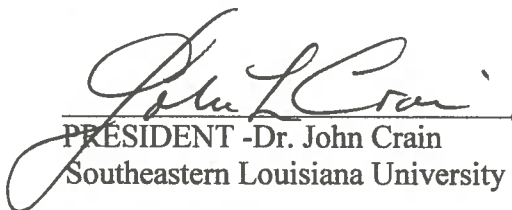
Athletics Department, the Office of University Advancement and the Lion Athletics Association. COACH is responsible for meeting the fundraising amount set by the DIRECTOR in each fiscal year.

15.0 Force Majeure

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

16.0 Severability


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


PRESIDENT -Dr. John Crain
Southeastern Louisiana University


1/26/23
Date


Jay Artigues
DIRECTOR OF ATHLETICS

12/20/22
Date


James Riser
HEAD BASEBALL COACH

1/20/22
Date


PRESIDENT
LION ATHLETICS ASSOCIATION

1/24/23
Date

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

the ____ day of _____, 20__.

SECRETARY - BOARD OF SUPERVISORS

14 Coach Initial: *JR* Admin Initial: *[Signature]*

BETWEEN:

STATE OF LOUISIANA

Southeastern Louisiana University AND

PARISH OF TANGIPAHOA

Lion Athletics Association AND

HEAD BASEBALL COACH

AGREEMENT
HEAD BASEBALL COACH

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

1.

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

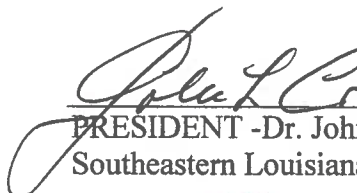
2.

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

3.

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

Entered into this _____ day of _____, 20____.

 1/26/23

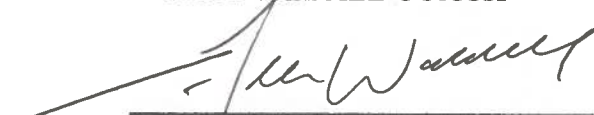
PRESIDENT -Dr. John Crain Date
Southeastern Louisiana University

 1/23/23

Jay Artigues Date
ATHLETICS DIRECTOR

 1/23/23


James Riser Date
HEAD BASEBALL COACH

 1/24/23

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: JR Admin Initial: 

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

ATHLETIC COMMITTEE

February 23, 2023

Item G.4. **University of Louisiana at Lafayette's** request for approval of amended Contracts for Employment for five head coaches, effective February 23, 2023.

EXECUTIVE SUMMARY

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

- **Robert Marlin, Head Men's Basketball Coach**
 - Section 9(b) allows for Men's Basketball Assistants and Men's Basketball support staff to be eligible to receive an additional Achievement Compensation should the Men's Basketball Team achieve key performance indicators as set forth by Coach prior to the beginning of each basketball season as set by the NCAA not to exceed a salary pool of \$70,000.
- **Matt Deggs, Head Baseball Coach**
 - Under the proposed amendment and subject to the requirements described therein, Section 13 (Camps and Clinics) has been updated to state that Coach shall be permitted to organize and direct camps and clinics as a private enterprise, with Coach acting as a private individual or as the owner of a separate business legal entity.
- **Gerald Glasco, Jr., Head Softball Coach**
 - Under the proposed amendment and subject to the requirements described therein, Section 11 (Camps and Clinics) has been updated to state that Coach shall be permitted to organize and direct camps and clinics as a private enterprise, with Coach acting as a private individual or as the owner of a separate business legal entity.
- **Michael Desormeaux, Head Football Coach**
 - Under the proposed amendment and subject to the requirements described therein, Section 14 (Camps and Clinics) has been updated to state that Coach shall be permitted to organize and direct camps and clinics as a private enterprise, with Coach acting as a private individual or as the owner of a separate business legal entity.

- **Christopher McBride, Head Soccer Coach**
 - Under the proposed amendment and subject to the requirements described therein, Section 10 (Camps and Clinics) has been updated to state that Coach shall be permitted to organize and direct camps and clinics as a private enterprise, with Coach acting as a private individual or as the owner of a separate business legal entity.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Lafayette's request for approval of the amendments to the contracts of Robert Marlin, Head Men's Basketball Coach; Matt Deggs, Head Baseball Coach; Gerald Glasco, Jr., Head Softball Coach; Michael Desormeaux, Head Football Coach; and Christopher McBride, Head Soccer Coach, effective February 23, 2023.



University of Louisiana at Lafayette

OFFICE OF THE PRESIDENT

G.4.

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

Université des Acadiens

February 1, 2023

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

Dear Dr. Henderson:

This is a request for approval of Mr. Robert Marlin, Head Men's Basketball Coach, fourth amended contract agreement.

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

Sincerely,

A handwritten signature in blue ink, appearing to be "E. Savoie", written over the word "Sincerely,".

E. Joseph Savoie
President

svc
Attachment

**FOURTH AMENDMENT TO
CONTRACT FOR EMPLOYMENT
HEAD MEN'S BASKETBALL COACH**

STATE OF LOUISIANA

PARISH OF LAFAYETTE

THIS FOURTH AMENDMENT TO CONTRACT FOR EMPLOYMENT ("Amendment 4") is made and effective the 23rd day of February, 2023 ("Amendment 4 Effective Date"), by and between the BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM ("Board"), a public constitutional corporation organized and existing under the laws of the State of Louisiana, acting herein on behalf of the UNIVERSITY OF LOUISIANA AT LAFAYETTE ("University"), represented herein by Dr. E. Joseph Savoie, the duly authorized University President ("President"); and ROBERT MARLIN ("Coach"). The Board and Coach may be collectively referred to herein as the "parties" and each may be referred to individually as a "party." All capitalized terms not defined in this Amendment 4 shall have the same meaning as in the Contract. This Amendment 4 is subject to the approval of the Board; therefore, the terms and conditions set forth in this Amendment 4 shall be considered a valid contract only upon execution by the parties and written approval by the Board.

WITNESSETH

WHEREAS, University and Coach entered into a Contract for Employment effective April 1, 2018 for Coach to be employed as University's Head Men's Basketball Coach under the terms and conditions set forth therein (the "Original Contract");

WHEREAS, the Original Contract was previously amended effective July 1, 2019, April 22, 2021, and June 24, 2021 ("Previous Amendments");

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

WHEREAS, the parties wish to make this Amendment 4 effective as of the Amendment 4 Effective Date.

NOW, THEREFORE, in consideration of the covenants made herein which inure to the mutual benefit of the parties, and for other good and valuable consideration, the parties hereby agree as follows:

1. Delete Section 9(b) in its entirety and replace it with the following:

b. Assistant Coach Achievement Compensation.

- i. University acknowledges the Men's Basketball Assistant Coaches and Director of Basketball Operations (collectively, "Men's Basketball Assistants") will contribute valuably to the occurrence of the Men's Basketball Program's achievements. In recognition of such contributions, the Foundation shall issue to each paid Men's Basketball Assistant an

Achievement Compensation payment equal to twenty-five (25%) percent of all Academic and Performance Achievement Compensation payments issued to Coach pursuant to Sections 9(a)(i)-(ii), above, during the Men's Basketball Assistant's employment as a Men's Basketball Assistant. The Foundation shall issue such Achievement Compensation payments to the Men's Basketball Assistants through funds provided by the Foundation from its Unrestricted Athletic Foundation Accounts to be used at University's discretion in compliance with Foundation's exempt purpose. Any Assistant Coach Achievement Compensation is separate from, and shall be issued in addition to, any Head Coach Achievement Compensation owed to Coach.

- ii. In addition to any payment set forth in Sections 9(b)(i), Men's Basketball Assistants and Men's Basketball support staff may be eligible to receive an additional Achievement Compensation should the Men's Basketball Team achieve key performance indicators as set forth by Coach prior to the beginning of each NCAA season set for men's basketball ("KPI Achievement Compensation"). The KPI Achievement Compensation salary pool shall not exceed Seventy Thousand Dollars and NO/100 (\$70,000.00) each calendar year for the Men's Basketball Assistants and support staff. The amounts paid to each individual Men's Basketball Assistant and/or support staff member will be determined by the Coach, subject to the approval of the Vice President for Intercollegiate Athletics and the President. The Foundation shall issue such KPI Achievement Compensation payments to the Men's Basketball Assistants and/or Men's Basketball support staff through funds provided by the Foundation from its Unrestricted Athletic Foundation Accounts to be used at University's discretion in compliance with Foundation's exempt purpose.
2. All other terms and conditions of the Original Contract and the Previous Amendments shall remain in full force and effect.

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

IN WITNESS WHEREOF, Coach and the duly authorized representative of Board have executed this Amendment 4 on the dates indicated below.

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

**Robert Marlin,
Head Men's Basketball Coach**

DocuSigned by:
Joe Savoie 1/31/2023
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DocuSigned by:
Robert Marlin 1/23/2023
B23417F038C0488...

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

Date

This Amendment 4 impacts the Ancillary Agreement effective October 25, 2018 between University of Louisiana at Lafayette, Robert Marlin, and University of Louisiana at Lafayette Foundation. IN ACKNOWLEDGEMENT AND ACCEPTANCE of this Amendment 4, the duly authorized representative of University of Louisiana at Lafayette Foundation affixes his signature on the date indicated below.

**University of Louisiana at Lafayette
Foundation**

DocuSigned by:
Thomas L. Kreamer, Jr. 1/30/2023
5F7A8CD7B799456...

Thomas L. Kreamer, Jr., Date
Chairman

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

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



University of Louisiana at Lafayette

OFFICE OF THE PRESIDENT

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

Université des Acadiens

February 1, 2023

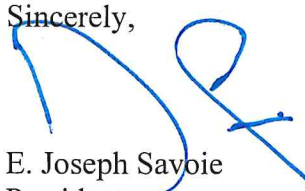
Dr. James B. Henderson
President
University of Louisiana System
1201 North Third Street, Suite 7-300
Baton Rouge, LA 70802

Dear Dr. Henderson:

This is a request for approval of Mr. Matt Degg's, Head Baseball Coach, fifth amended contract agreement.

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

Sincerely,


E. Joseph Savoie
President

SVC
Attachment

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

STATE OF LOUISIANA

PARISH OF LAFAYETTE

THIS FIFTH AMENDMENT TO CONTRACT FOR EMPLOYMENT (“Amendment 5”) is made and effective the 23rd day of February, 2023 (“Amendment 5 Effective Date”), by and between the BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM (“Board”), a public constitutional corporation organized and existing under the laws of the State of Louisiana, acting herein on behalf of the UNIVERSITY OF LOUISIANA AT LAFAYETTE (“University”), represented herein by Dr. E. Joseph Savoie, the duly authorized University President (“President”); and MATT DEGGS (“Coach”). The Board and Coach may be collectively referred to herein as the “parties” and each may be referred to individually as a “party.” All capitalized terms not defined in this Amendment 5 shall have the same meaning as in the Contract for Employment. This Amendment 5 is subject to the approval of the Board; therefore, the terms and conditions set forth in this Amendment 5 shall be considered a valid contract only upon execution by the parties and written approval by the Board.

WITNESSETH

WHEREAS, University and Coach entered into a Contract for Employment effective August 1, 2019 for Coach to be employed as University’s Head Baseball Coach under the terms and conditions set forth therein (the “Original Contract”);

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

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

WHEREAS, the parties wish to make this Amendment 5 effective as of the Amendment 5 Effective Date.

NOW, THEREFORE, in consideration of the covenants made herein which inure to the mutual benefit of the parties, and for other good and valuable consideration, the parties hereby agree as follows:

1. Delete Section 13 in its entirety and replace it with the following:

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

- a. With prior approval of VPIA, President, and University's Vice President for Administration and Finance, which approval shall not be unreasonably withheld, Coach may organize and direct University-Sponsored Baseball camps and clinics on University Baseball facilities. Coach shall operate all such camps and clinics under the supervision and authority of University. Coach must receive written approval from the Vice President for Administration and Finance before Coach may manage and/or distribute revenue generated from such camps and clinics. Any such management and distribution shall comply with all applicable NCAA, University, and Board regulations, policies, and procedures, and shall remain subject to the supervision of the Vice President for Administration and Finance.
- b. Coach shall have the opportunity to organize and direct camps and clinics as a private enterprise, with Coach acting as a private individual or as the owner of a separate business legal entity (collectively referred to herein as "Coach-Operated Camps"). All Coach-Operated Camps shall strictly comply with the University's Youth Protection Policy (Policy # AF.0010.1, and all subsequent revisions), where applicable.
 - i. All decisions concerning the operation and administration of Coach-Operated Camps shall be solely at the discretion of the Coach and all such decisions shall satisfy NCAA and conference rules and regulations. All costs of the Coach-Operated Camp will be borne solely by Coach and any profits will accrue solely to Coach.
 - ii. Such Coach-Operated Camps shall be scheduled so as not to interfere, conflict, or be inconsistent with the performance by Coach of Coach's duties under this Contract. Coach shall report personal leave when preparing for and conducting a Coach-Operated Camp and shall require all University personnel under Coach's supervision also to report personal leave when preparing for and conducting a Coach-Operated Camp. All staff working for such Coach-Operated Camps shall be considered employees or volunteers of the Coach-Operated Camp and not of the University.
 - iii. University facilities, equipment, and other property resources may be used for such Coach-Operated Camps only in accordance with the terms and conditions of a separate temporary right of use agreement. A temporary right of use agreement must be in writing and executed by the Coach-Operated Camp and University prior to commencement of such use.
 - iv. Coach shall maintain a complete set of business records, including but not limited to financial statements, payroll records, list of staff personnel including University employees (on leave) working at the Coach-Operated Camp, list of attendees with contact information, and such other records as reasonably and customarily maintained by such programs in the ordinary course of business. Consistent with NCAA rules and official interpretations, Coach agrees to submit for University audit, within ten (10) business days of a request from University, all relevant financial and payroll records from

any Coach-Operated Camp in which prospective student-athletes participate.

- v. Coach is prohibited from using University's name, logos, marks, and other intellectual property in association with Coach-Operated Camps except that Coach shall be permitted to describe and advertise the location of the Coach-Operated Camps as being on University's campus and/or at University's facilities (e.g., Coach's Sport "Summer Camp at University of Louisiana at Lafayette").
 - vi. Coach shall include the following language in all Coach-Operated Camp promotional and registration materials: "This camp/clinic is not owned or operated by University of Louisiana at Lafayette. The University is not responsible and/or liable for any camp/clinic activities. The camp/clinic is responsible for any and all activities."
 - vii. Prior to the start of any Coach-Operated Camp, Coach and University shall enter into an agreement indemnifying and holding harmless the University from any activity associated with the Coach-Operated Camp.
 - viii. Prior to the start of any Coach-Operated Camp, Coach shall obtain a properly executed release, indemnification, and hold harmless agreement in favor of University from each participant. University shall prescribe the form of the agreement to Coach.
2. All other terms and conditions of the Original Contract and Previous Amendments shall remain in full force and effect.

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

IN WITNESS WHEREOF, Coach and the duly authorized representative of Board have executed this Amendment 5 on the dates indicated below.

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

**Matt Deggs,
Head Baseball Coach**

DocuSigned by:
Joe Savoie 1/31/2023
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Dr. E. Joseph Savoie Date
President
University of Louisiana at Lafayette

DocuSigned by:
Matthew Deggs 1/24/2023
9FB159265EC54D1...

Date

University of Louisiana at Lafayette Foundation

DocuSigned by:
Thomas L. Kreamer, Jr. 1/30/2023
5F7A8CD7B799456...
Thomas L. Kreamer, Jr., Chairman Date

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

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



University of Louisiana at Lafayette

OFFICE OF THE PRESIDENT

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

Université des Acadiens

February 1, 2023

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

Dear Dr. Henderson:

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

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

Sincerely,

A handwritten signature in blue ink, appearing to be "E. Savoie", written over the word "Sincerely,".

E. Joseph Savoie
President

SVC
Attachment

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

STATE OF LOUISIANA

PARISH OF LAFAYETTE

THIS SIXTH AMENDMENT TO CONTRACT FOR EMPLOYMENT (“Amendment 6”) is made and effective the 23rd day of February, 2023 (“Amendment 6 Effective Date”), by and between the BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM (“Board”), a public constitutional corporation organized and existing under the laws of the State of Louisiana, acting herein on behalf of the UNIVERSITY OF LOUISIANA AT LAFAYETTE (“University”), represented herein by Dr. E. Joseph Savoie, the duly authorized University President (“President”); and GERALD GLASCO, JR. (“Coach”). The Board and Coach may be collectively referred to herein as the “parties” and each may be referred to individually as a “party.” All capitalized terms not defined in this Amendment 6 shall have the same meaning as in the First Restated Contract. This Amendment 6 is subject to the approval of the Board; therefore, the terms and conditions set forth in this Amendment 6 shall be considered a valid contract only upon execution by the parties and written approval by the Board.

WITNESSETH

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

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

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

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

WHEREAS, the parties wish to make this Amendment 6 effective as of the Amendment 6 Effective Date.

NOW, THEREFORE, in consideration of the covenants made herein which inure to the mutual benefit of the parties, and for other good and valuable consideration, the parties hereby agree as follows:

1. Delete Section 11 in its entirety and replace it with the following:
 11. **Camps and Clinics.** University has the exclusive right to authorize camps, clinics, and Youth Programs (as defined by University’s Youth Protection Policy, Policy # AF.0010.1, and all subsequent revisions) which take place on its campus and/or use the University’s facilities, equipment, or resources. With respect to any camp, clinic,

or Youth Program, Coach shall comply with all applicable NCAA, University, and Board regulations, policies, and procedures, including but not limited to University's Youth Protection Policy, Policy # AF.0010.1, and all subsequent revisions.

- a. With prior approval of VPIA, President, and University's Vice President for Administration and Finance, which approval shall not be unreasonably withheld, Coach may organize and direct University-Sponsored Softball camps and clinics on Softball facilities. Coach shall operate all such camps and clinics under the supervision and authority of University. Coach must receive written approval from the Vice President for Administration and Finance before Coach may manage and/or distribute revenue generated from such camps and clinics. Any such management and distribution shall comply with all applicable NCAA, University, and Board regulations, policies, and procedures, and shall remain subject to the supervision of the Vice President for Administration and Finance.
- b. Coach shall have the opportunity to organize and direct camps and clinics as a private enterprise, with Coach acting as a private individual or as the owner of a separate business legal entity (collectively referred to herein as "Coach-Operated Camps"). All Coach-Operated Camps shall strictly comply with the University's Youth Protection Policy (Policy # AF.0010.1, and all subsequent revisions), where applicable.
 - i. All decisions concerning the operation and administration of Coach-Operated Camps shall be solely at the discretion of the Coach and all such decisions shall satisfy NCAA and conference rules and regulations. All costs of the Coach-Operated Camp will be borne solely by Coach and any profits will accrue solely to Coach.
 - ii. Such Coach-Operated Camps shall be scheduled so as not to interfere, conflict, or be inconsistent with the performance by Coach of Coach's duties under this Contract. Coach shall report personal leave when preparing for and conducting a Coach-Operated Camp and shall require all University personnel under Coach's supervision also to report personal leave when preparing for and conducting a Coach-Operated Camp. All staff working for such Coach-Operated Camps shall be considered employees or volunteers of the Coach-Operated Camp and not of the University.
 - iii. University facilities, equipment, and other property resources may be used for such Coach-Operated Camps only in accordance with the terms and conditions of a separate temporary right of use agreement. A temporary right of use agreement must be in writing and executed by the Coach-Operated Camp and University prior to commencement of such use.
 - iv. Coach shall maintain a complete set of business records, including but not limited to financial statements, payroll records, list of staff personnel including University employees (on leave) working at the Coach-Operated Camp, list of attendees with contact information, and such other records as

reasonably and customarily maintained by such programs in the ordinary course of business. Consistent with NCAA rules and official interpretations, Coach agrees to submit for University audit, within ten (10) business days of a request from University, all relevant financial and payroll records from any Coach-Operated Camp in which prospective student-athletes participate.

- v. Coach is prohibited from using University's name, logos, marks, and other intellectual property in association with Coach-Operated Camps except that Coach shall be permitted to describe and advertise the location of the Coach-Operated Camps as being on University's campus and/or at University's facilities (e.g., Coach's Sport "Summer Camp at University of Louisiana at Lafayette").
 - vi. Coach shall include the following language in all Coach-Operated Camp promotional and registration materials: "This camp/clinic is not owned or operated by University of Louisiana at Lafayette. The University is not responsible and/or liable for any camp/clinic activities. The camp/clinic is responsible for any and all activities."
 - vii. Prior to the start of any Coach-Operated Camp, Coach and University shall enter into an agreement indemnifying and holding harmless the University from any activity associated with the Coach-Operated Camp.
 - viii. Prior to the start of any Coach-Operated Camp, Coach shall obtain a properly executed release, indemnification, and hold harmless agreement in favor of University from each participant. University shall prescribe the form of the agreement to Coach.
2. All other terms and conditions of the Restated Contract and Previous Amendments shall remain in full force and effect.

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

IN WITNESS WHEREOF, Coach and the duly authorized representative of Board have executed this Amendment 6 on the dates indicated below.

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

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

DocuSigned by:
Joe Savoie 1/31/2023
1405E1487C93461...

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

DocuSigned by:
Gerald Glasco, Jr. 1/24/2023
816DB88C58F945F...

Date

University of Louisiana at Lafayette Foundation

DocuSigned by:
Thomas L. Kreamer, Jr. 1/30/2023
5F7A8CD7B799256...
Thomas L. Kreamer, Jr., Chairman Date

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

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



University of Louisiana at Lafayette

OFFICE OF THE PRESIDENT

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

Université des Acadiens

February 1, 2023

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

Dear Dr. Henderson:

This is a request for approval of Mr. Michael Desormeaux's, Head Football Coach, first amended contract agreement.

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

Sincerely,

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

E. Joseph Savoie
President

SVC
Attachment

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

**STATE OF LOUISIANA
PARISH OF LAFAYETTE**

THIS FIRST AMENDMENT TO CONTRACT FOR EMPLOYMENT (“Amendment 1”) is made and effective the 23rd day of February, 2023 (“Amendment 1 Effective Date”), by and between the BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM (“Board”), a public constitutional corporation organized and existing under the laws of the State of Louisiana, acting herein on behalf of the UNIVERSITY OF LOUISIANA AT LAFAYETTE (“University”), represented herein by Dr. E. Joseph Savoie, the duly authorized University President (“President”); and MICHAEL DESORMEAUX (“Coach”). The Board and Coach may be collectively referred to herein as the “parties” and each may be referred to individually as a “party.” All capitalized terms not defined in this Amendment 1 shall have the same meaning as in the Contract for Employment. This Amendment 1 is subject to the approval of the Board; therefore, the terms and conditions set forth in this Amendment 1 shall be considered a valid contract only upon execution by the parties and written approval by the Board.

WITNESSETH

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

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

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

NOW, THEREFORE, in consideration of the covenants made herein which inure to the mutual benefit of the parties, and for other good and valuable consideration, the parties hereby agree as follows:

1. Delete Section 14 in its entirety and replace it with the following:

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

a. With prior approval of VPIA, President, and University’s Vice President for Administration and Finance, which approval shall not be unreasonably withheld,

Coach may organize and direct University-Sponsored Football camps and clinics on University Football facilities. Coach shall operate all such camps and clinics under the supervision and authority of University. Coach must receive written approval from the Vice President for Administration and Finance before Coach may manage and/or distribute revenue generated from such camps and clinics. Any such management and distribution shall comply with all applicable NCAA, University, and Board regulations, policies, and procedures, and shall remain subject to the supervision of the Vice President for Administration and Finance.

- b. Coach shall have the opportunity to organize and direct camps and clinics as a private enterprise, with Coach acting as a private individual or as the owner of a separate business legal entity (collectively referred to herein as “Coach-Operated Camps”). All Coach-Operated Camps shall strictly comply with the University’s Youth Protection Policy (Policy # AF.0010.1, and all subsequent revisions), where applicable.
 - i. All decisions concerning the operation and administration of Coach-Operated Camps shall be solely at the discretion of the Coach and all such decisions shall satisfy NCAA and conference rules and regulations. All costs of the Coach-Operated Camp will be borne solely by Coach and any profits will accrue solely to Coach.
 - ii. Such Coach-Operated Camps shall be scheduled so as not to interfere, conflict, or be inconsistent with the performance by Coach of Coach’s duties under this Contract. Coach shall report personal leave when preparing for and conducting a Coach-Operated Camp and shall require all University personnel under Coach’s supervision also to report personal leave when preparing for and conducting a Coach-Operated Camp. All staff working for such Coach-Operated Camps shall be considered employees or volunteers of the Coach-Operated Camp and not of the University.
 - iii. University facilities, equipment, and other property resources may be used for such Coach-Operated Camps only in accordance with the terms and conditions of a separate temporary right of use agreement. A temporary right of use agreement must be in writing and executed by the Coach-Operated Camp and University prior to commencement of such use.
 - iv. Coach shall maintain a complete set of business records, including but not limited to financial statements, payroll records, list of staff personnel including University employees (on leave) working at the Coach-Operated Camp, list of attendees with contact information, and such other records as reasonably and customarily maintained by such programs in the ordinary course of business. Consistent with NCAA rules and official interpretations, Coach agrees to submit for University audit, within ten (10) business days of a request from University, all relevant financial and payroll records from any Coach-Operated Camp in which prospective student-athletes participate.

- v. Coach is prohibited from using University's name, logos, marks, and other intellectual property in association with Coach-Operated Camps except that Coach shall be permitted to describe and advertise the location of the Coach-Operated Camps as being on University's campus and/or at University's facilities (e.g., Coach's Sport "Summer Camp at University of Louisiana at Lafayette").
 - vi. Coach shall include the following language in all Coach-Operated Camp promotional and registration materials: "This camp/clinic is not owned or operated by University of Louisiana at Lafayette. The University is not responsible and/or liable for any camp/clinic activities. The camp/clinic is responsible for any and all activities."
 - vii. Prior to the start of any Coach-Operated Camp, Coach and University shall enter into an agreement indemnifying and holding harmless the University from any activity associated with the Coach-Operated Camp.
 - viii. Prior to the start of any Coach-Operated Camp, Coach shall obtain a properly executed release, indemnification, and hold harmless agreement in favor of University from each participant. University shall prescribe the form of the agreement to Coach.
2. All other terms and conditions of the Original Contract shall remain in full force and effect.

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

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

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

**Michael Desormeaux
Head Football Coach**

DocuSigned by:
Joe Savoie 2/7/2023
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DocuSigned by:
 1/30/2023
5823FFBAC7A345C...

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

Date

University of Louisiana at Lafayette Foundation

DocuSigned by:
Thomas L. Kreamer, Jr. 2/4/2023
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Thomas L. Kreamer, Jr., Chairman Date

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

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



University of Louisiana at Lafayette

OFFICE OF THE PRESIDENT

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

Université des Acadiens

February 1, 2023

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

Dear Dr. Henderson:

This is a request for approval of Mr. Christopher McBride's, Head Soccer Coach, first amended contract agreement.

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

Sincerely,

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

E. Joseph Savoie
President

SVC
Attachment

**FIRST AMENDMENT TO
CONTRACT FOR EMPLOYMENT
HEAD SOCCER COACH**

**STATE OF LOUISIANA
PARISH OF LAFAYETTE**

THIS FIRST AMENDMENT TO CONTRACT FOR EMPLOYMENT (“Amendment 1”) is made and effective the 23rd day of February, 2023 (“Amendment 1 Effective Date”), by and between the BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM (“Board”), a public constitutional corporation organized and existing under the laws of the State of Louisiana, acting herein on behalf of the UNIVERSITY OF LOUISIANA AT LAFAYETTE (“University”), represented herein by Dr. E. Joseph Savoie, the duly authorized University President (“President”); and CHRISTOPHER MCBRIDE (“Coach”). The Board and Coach may be collectively referred to herein as the “parties” and each may be referred to individually as a “party.” All capitalized terms not defined in this Amendment 1 shall have the same meaning as in the Contract for Employment. This Amendment 1 is subject to the approval of the Board; therefore, the terms and conditions set forth in this Amendment 1 shall be considered a valid contract only upon execution by the parties and written approval by the Board.

WITNESSETH

WHEREAS, University and Coach entered into a Contract for Employment effective March 7, 2022 for Coach to be employed as University’s Head Soccer Coach under the terms and conditions set forth therein (the “Original Contract”);

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

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

NOW, THEREFORE, in consideration of the covenants made herein which inure to the mutual benefit of the parties, and for other good and valuable consideration, the parties hereby agree as follows:

1. Delete Section 10 in its entirety and replace it with the following:

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

a. With prior approval of VPIA, President, and University’s Vice President for Administration and Finance, which approval shall not be unreasonably withheld,

Coach may organize and direct University-Sponsored Soccer camps and clinics on University Soccer facilities. Coach shall operate all such camps and clinics under the supervision and authority of University. Coach must receive written approval from the Vice President for Administration and Finance before Coach may manage and/or distribute revenue generated from such camps and clinics. Any such management and distribution shall comply with all applicable NCAA, University, and Board regulations, policies, and procedures, and shall remain subject to the supervision of the Vice President for Administration and Finance.

- b. Coach shall have the opportunity to organize and direct camps and clinics as a private enterprise, with Coach acting as a private individual or as the owner of a separate business legal entity (collectively referred to herein as “Coach-Operated Camps”). All Coach-Operated Camps shall strictly comply with the University’s Youth Protection Policy (Policy # AF.0010.1, and all subsequent revisions), where applicable.
 - i. All decisions concerning the operation and administration of Coach-Operated Camps shall be solely at the discretion of the Coach and all such decisions shall satisfy NCAA and conference rules and regulations. All costs of the Coach-Operated Camp will be borne solely by Coach and any profits will accrue solely to Coach.
 - ii. Such Coach-Operated Camps shall be scheduled so as not to interfere, conflict, or be inconsistent with the performance by Coach of Coach’s duties under this Contract. Coach shall report personal leave when preparing for and conducting a Coach-Operated Camp and shall require all University personnel under Coach’s supervision also to report personal leave when preparing for and conducting a Coach-Operated Camp. All staff working for such Coach-Operated Camps shall be considered employees or volunteers of the Coach-Operated Camp and not of the University.
 - iii. University facilities, equipment, and other property resources may be used for such Coach-Operated Camps only in accordance with the terms and conditions of a separate temporary right of use agreement. A temporary right of use agreement must be in writing and executed by the Coach-Operated Camp and University prior to commencement of such use.
 - iv. Coach shall maintain a complete set of business records, including but not limited to financial statements, payroll records, list of staff personnel including University employees (on leave) working at the Coach-Operated Camp, list of attendees with contact information, and such other records as reasonably and customarily maintained by such programs in the ordinary course of business. Consistent with NCAA rules and official interpretations, Coach agrees to submit for University audit, within ten (10) business days of a request from University, all relevant financial and payroll records from any Coach-Operated Camp in which prospective student-athletes participate.

- v. Coach is prohibited from using University's name, logos, marks, and other intellectual property in association with Coach-Operated Camps except that Coach shall be permitted to describe and advertise the location of the Coach-Operated Camps as being on University's campus and/or at University's facilities (e.g., Coach's Sport "Summer Camp at University of Louisiana at Lafayette").
 - vi. Coach shall include the following language in all Coach-Operated Camp promotional and registration materials: "This camp/clinic is not owned or operated by University of Louisiana at Lafayette. The University is not responsible and/or liable for any camp/clinic activities. The camp/clinic is responsible for any and all activities."
 - vii. Prior to the start of any Coach-Operated Camp, Coach and University shall enter into an agreement indemnifying and holding harmless the University from any activity associated with the Coach-Operated Camp.
 - viii. Prior to the start of any Coach-Operated Camp, Coach shall obtain a properly executed release, indemnification, and hold harmless agreement in favor of University from each participant. University shall prescribe the form of the agreement to Coach.
2. All other terms and conditions of the Original Contract shall remain in full force and effect.

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

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

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

Christopher McBride
Head Soccer Coach

DocuSigned by:
Joe Savoie 2/7/2023
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Dr. E. Joseph Savoie
President
University of Louisiana at Lafayette

DocuSigned by:
Christopher McBride 1/30/2023
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Date _____

University of Louisiana at Lafayette Foundation

DocuSigned by:
Thomas L. Kreamer, Jr. 2/4/2023
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Approved by the Board of Supervisors for the University of Louisiana System at its meeting on the _____ day of February, 2023.

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