

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

ATHLETIC COMMITTEE

August 22, 2024

Item G.5. **Louisiana Tech University's** request for approval of a contract with Mr. Lane Burroughs, Baseball Head Coach, effective July 1, 2024.

EXECUTIVE SUMMARY

This agreement is for the period from July 1, 2024, through June 30, 2029. During this period, Coach's annual base salary is \$150,000 with additional compensation from the Louisiana Tech University Foundation as follows:

Contract Year 1: \$150,000 beginning July 1, 2024
Contract Year 2: \$160,000 beginning July 1, 2025
Contract Year 3: \$175,000 beginning July 1, 2026
Contract Year 4: \$185,000 beginning July 1, 2027
Contract Year 5: \$200,000 beginning July 1, 2028

In addition, the Foundation will pay Coach the following annual performance incentives as salary supplements:

Performance Incentives		
Conference Regular Season Champion	\$10,000	
35 Wins – Cumulative Season Total	\$5,000	
40 Wins – Cumulative Season Total	\$7,500	
45 Wins – Cumulative Season Total	\$10,000	
Each Power 4 Conference Win	\$2,500	
NCAA Regional Participant	\$10,000	
NCAA Super Regional Participant	\$15,000	
NCAA College World Series Participant	\$25,000	
NCAA College World Series Champion	\$50,000	
National Coach of the Year	\$10,000	As presented by the American Baseball Coaches Association
Conference Coach of the Year	\$5,000	Official award presented by the Conference

Such salary performance incentives are cumulative and cannot exceed \$100,000 per contract year.

In addition, the Foundation will pay Coach the following annual academic achievement incentives as salary supplements:

Academic Achievement Incentives	
Annual Team GPA of 3.0-3.49 OR Annual Team GPA 3.50-3.74 OR Annual Team GPA 3.75+	\$2,500 OR \$5,000 OR \$7,500
Annual APR Score of 930-949 OR Annual APR Score 950-974 OR Annual APR Score 975+	\$2,500 OR \$5,000 OR \$7,500

Such salary academic achievement incentives are cumulative and cannot exceed \$15,000 per contract year.

If the University terminates this agreement without cause, the Louisiana Tech University Foundation shall pay liquidated damages to Coach equal to the guaranteed compensation for the remainder of the term of the contract as detailed in the contract. The Foundation's obligation to pay Coach's guaranteed compensation for the remainder of the term of the contract shall be subject to Coach's duty to mitigate his damages.

If Coach terminates the contract without cause at any point prior to June 30, 2029, accepting employment as a softball coach at another NCAA institution, the following schedule of payments to the Foundation within 90 days of official notice of termination must be followed:

- If on or before June 30, 2025, Coach shall be liable to the Foundation for the liquidated damages of \$225,000.
- If on or before June 30, 2026, Coach shall be liable to the Foundation for the liquidated damages of \$200,000.
- If on or before June 30, 2027, Coach shall be liable to the Foundation for the liquidated damages of \$175,000.
- If on or before June 30, 2028, Coach shall be liable to the Foundation for the liquidated damages of \$125,000.
- If on or before June 30, 2029, Coach shall be liable to the Foundation for the liquidated damages of \$75,000.

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Louisiana Tech University's request for approval of a contract with Mr. Lane Burroughs, Baseball Head Coach, effective July 1, 2024.

**CONTRACT OF EMPLOYMENT:
BASEBALL HEAD COACH**

STATE OF LOUISIANA

PARISH OF LINCOLN

This agreement is made and entered into on this _____ day of _____, 2024, between Louisiana Tech University (hereinafter referred to as "UNIVERSITY") through its President, Dr. Jim Henderson, and Thomas Lane Burroughs (hereinafter referred to as "COACH"). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System (hereinafter referred to as "BOARD"), the management board for Louisiana Tech University. The terms and conditions set forth in this Contract of Employment are not binding upon the parties until approval of the BOARD is obtained. Louisiana Tech University Foundation, Inc. (hereinafter referred to as "FOUNDATION") joins in this agreement consenting to the obligations incurred by the FOUNDATION. This single Contract of Employment shall become the agreement between the parties supplanting all previous contracts and/or memoranda of understanding.

EMPLOYMENT OF BASEBALL HEAD COACH

1.0 Employment

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

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

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

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

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

2.0 Term

2.1 The term of this agreement is for a period commencing July 1, 2024, and ending on June 30, 2029 (Term). Contract years shall be defined as the following:

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

Contract Year 2: July 1, 2025 to June 30, 2026.

Contract Year 3: July 1, 2026 to June 30, 2027.

Contract Year 4: July 1, 2027 to June 30, 2028.

Contract Year 5: July 1, 2028 to June 30, 2029.

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

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

3.0 Compensation

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

3.2 FOUNDATION through its athletic funds shall pay COACH the following sum annually per contract year, to be made in equal monthly payments during the period of this agreement for COACH's role in the Louisiana Tech Radio Network and for COACH's role as a fundraiser for Louisiana Tech Athletics and Louisiana Tech Baseball:

Contract Year 1: \$150,000 beginning July 1, 2024.

Contract Year 2: \$160,000 beginning July 1, 2025.

Contract Year 3: \$175,000 beginning July 1, 2026.

Contract Year 4: \$185,000 beginning July 1, 2027.

Contract Year 5: \$200,000 beginning July 1, 2028.

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

3.4 Payment from the FOUNDATION is contingent upon COACH making reasonable efforts to promote the radio broadcast and making reasonable efforts to increase funding for

Louisiana Tech Athletics and Louisiana Tech Baseball. COACH shall not unreasonably refuse to personally contact sponsors, potential sponsors, donors and/or potential donors to generate or increase revenues provided such requests do not interfere with COACH's coaching duties.

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

4.0 Employee Benefits

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

5.0 Performance Incentives

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

Performance Incentives		
Conference Regular Season Champion	\$10,000	
35 Wins – Cumulative Season Total	\$5,000	
40 Wins – Cumulative Season Total	\$7,500	
45 Wins – Cumulative Season Total	\$10,000	
Each Power 4 Conference Win	\$2,500	
NCAA Regional Participant	\$10,000	
NCAA Super Regional Participant	\$15,000	
NCAA College World Series Participant	\$25,000	
NCAA College World Series Champion	\$50,000	
National Coach of the Year	\$10,000	As presented by the American Baseball Coaches Association
Conference Coach of the Year	\$5,000	Official award presented by the Conference

Performance Incentive payout may not exceed \$100,000 per contract year.

5.2 In recognition of exemplary academic achievement and as an incentive for COACH to achieve the goals described below, the FOUNDATION agrees within sixty (60) days after the game or event to pay to COACH the following supplemental payments:

Academic Achievement Incentives	
Annual Team GPA of 3.0-3.49	\$2,500
OR	OR
Annual Team GPA 3.50-3.74	\$5,000
OR	OR
Annual Team GPA 3.75+	\$7,500
Annual APR Score of 930-949	\$2,500
OR	OR
Annual APR Score 950-974	\$5,000
OR	OR
Annual APR Score 975+	\$7,500

Academic Achievement Incentive payout may not exceed \$15,000 per contract year.

5.3 Any supplemental payment earned pursuant to this section shall be payable within 60 days of earning from the FOUNDATION, solely from the athletic funds held by the FOUNDATION. Supplemental payments made to COACH from FOUNDATION shall not be considered earned income for the purpose of computation of retirement benefits. No withholdings

will be made from these payments, and COACH shall be responsible for all applicable taxes. The FOUNDATION will issue the appropriate informational return to COACH and to the Internal Revenue Service and provide a copy to the UNIVERSITY.

6.0 Camps and Clinics

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

6.2 It is specifically agreed that in the operation of such camps, COACH acts for himself in his private capacity and not as an agent or employee of the UNIVERSITY and that this agreement constitutes merely a license to use the property and facilities subject to the conditions set forth in the athletic department camp policy adopted by the UNIVERSITY President and Athletics Council. COACH agrees to protect, indemnify and save harmless the UNIVERSITY from and against any and all expenses, damages, claims, suits, actions, judgments and costs whatsoever, including reasonable attorney's fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death during the operation of said camp activities. COACH is an independent contractor during said camp activities and, as such, is licensed to use certain facilities of the UNIVERSITY. COACH, as a UNIVERSITY employee, will undertake to observe and require campers and its staff to conform to the general rules applicable to the use of UNIVERSITY facilities. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment

and the character of a state institution which makes its facilities open to persons without discrimination.

7.0 Shoe, Apparel, and/or Equipment Contracts

In the course of COACH's official duties, COACH shall, as determined by the UNIVERSITY, use the shoes, apparel, and/or equipment of the companies with which the UNIVERSITY has contracted for athletic supplies. Further, COACH, in his capacity as a representative of the Athletic Department, may be directed to endorse, consult, or provide other services for shoe, apparel, and/or equipment companies. COACH shall make all reasonable efforts to be available as a consultant to shoe, apparel, and/or equipment companies as determined by the Director of Athletics. COACH's consulting duties may include, but are not limited to, providing written or oral feedback concerning the design or performance of products supplied to COACH and his team. Consultation is upon the UNIVERSITY's reasonable request and is subject to timely notice and availability of COACH. Compensation for outside services provided by COACH to athletic shoe, apparel, or equipment companies shall be paid by such companies. COACH's services to the company shall be separate from the services COACH will provide in the course of COACH's official duties for the UNIVERSITY. Payments to COACH for outside services provided by COACH to athletic shoe, apparel, and/or equipment companies shall be subject to Paragraph 8.0 of this contract.

8.0 Outside Income-Subject to Compliance with Board Rules

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

8.2 COACH shall be authorized to earn other revenue while employed by the

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

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

9.0 Compliance with NCAA, Conference and University Rules

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

COACH may be suspended for a period of time, without pay, or the employment of COACH may be terminated if COACH is found to be involved in deliberate and serious material violations of Conference and/or UNIVERSITY regulations.

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

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

10.0 Baseball Staff

COACH may make hiring decisions regarding assistant baseball coaches and support staff in his sole discretion subject to approval of the Director of Athletics and approval by the Board of Supervisors for the University of Louisiana System. The salary pool for the baseball staff will be \$265,000.

11.0 Termination

11.1 If COACH is terminated without cause during the term of the contract, as liquidated damages, the FOUNDATION shall pay COACH the Guaranteed Compensation for the remainder of the term of contract. For purposes of this provision, Guaranteed Compensation means the annual base salary set forth in Section 3.1 herein, and the radio and television component set forth

in Section 3.2 herein. These amounts shall be payable by the FOUNDATION on a monthly basis and solely through its athletic funds.

The FOUNDATION's obligation to pay COACH's Guaranteed Compensation for the remainder of the term of the contract shall be subject to COACH's duty to mitigate his damages. COACH hereby agrees to mitigate such damages by making reasonable and diligent efforts to obtain employment commensurate with his qualifications and experience, as soon as reasonably possible after termination of this Contract of Employment pursuant to Paragraph 11.1. If COACH should obtain such new employment prior to the last installment payment of liquidated damages, COACH shall notify the Director of Athletics of such new employment. Any further obligation of FOUNDATION to COACH shall be reduced by amount of salary or payment from new employment. Employment for purposes of this paragraph shall include any form of employment, including a contract of employment, employment at-will, or employment as an independent contractor. Any new type of employment will be considered as permanent and monthly payments will be immediately reduced by the difference of the new position. Any such reduction shall be permanent regardless of whether or not COACH retains the new position for the duration of the payout period.

11.2 UNIVERSITY shall have the right to terminate COACH's employment and this Agreement for cause prior to its expiration on June 30, 2029. In the event this Agreement is terminated for cause, all obligations of UNIVERSITY and/or FOUNDATION to make further payment or provide any other consideration hereunder shall cease as of the date of termination. In addition to its normally understood meaning in employment contracts, the term "cause" shall include, without limitation, any of the following:

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

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

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

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

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

f. Failing or refusing to provide information or documents in response to any reasonable requests or inquiries by the NCAA, the Conference, or any other governing body concerning or

related to the supervision of the program or directing or otherwise instructing any coach, student-athlete or any other individual to fail or to refuse to provide such information or documents; or

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

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

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

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

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

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

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

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

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

11.3 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; and 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. Violation of this provision in UNIVERSITY's reasonable judgment is just cause for termination.

11.4 In the event COACH terminates the contract without cause, he will be liable to the FOUNDATION for the following amounts due within ninety (90) days of termination:

- If on or before June 30, 2025, COACH shall be liable to the FOUNDATION for the liquidated damages in the amount of two hundred twenty-five thousand dollars (\$225,000.00).
- If on or before June 30, 2026, COACH shall be liable to the FOUNDATION for the liquidated damages in the amount of two hundred thousand dollars (\$200,000.00).
- If on or before June 30, 2027, COACH shall be liable to the FOUNDATION for the liquidated damages in the amount of one hundred seventy-five thousand dollars (\$175,000.00).
- If on or before June 30, 2028, COACH shall be liable to the FOUNDATION for the liquidated damages in the amount of one hundred twenty-five thousand dollars (\$125,000.00).
- If on or before June 30, 2029, COACH shall be liable to the FOUNDATION for the liquidated damages in the amount of seventy-five thousand dollars (\$75,000.00).

11.5 Title IX and Sexual Misconduct Policy Reporting and Compliance:

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

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

12.0 Automatic Termination Upon Death or Disability of Coach

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

13.0 Termination – General Provisions

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

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

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

13.4 COACH may be terminated at any time due to financial circumstances in which the UNIVERSITY or the University of Louisiana System has declaration of financial exigency. In the event of such termination, COACH will receive as liquidated damages sums payable to COACH pursuant to paragraphs 3.1 and 3.2 for the remainder of the term of the contract. Such sum shall be payable by the FOUNDATION solely through its athletic funds. The liquidated

damages payment for the current contract year shall be paid within 60 days of termination. Liquidated damages due to COACH beyond the current contract year shall be payable on an annual basis by April 1 of the contract year in which COACH would have earned the compensation. All compensation, including salary, benefits, and other remuneration incidental to employment, ceases upon termination.

14.0 Invalid Provisions

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

15.0 Notice Provision

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

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

Ryan Ivey
VP and Director of Athletics
Louisiana Tech University
1650 West Alabama
Ruston, LA 71272

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

AND

Lisa Bradley
Interim Vice President for University Advancement
Louisiana Tech University Foundation
PO Box 3183
Ruston, LA 71272

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

16.0 Merger Clause/No Oral Modification

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

SIGNATURE PAGE TO FOLLOW


**CONTRACT OF EMPLOYMENT:
BASEBALL HEAD COACH**

SIGNATURE PAGE

LOUISIANA TECH UNIVERSITY


By: **DR. JIM HENDERSON**
PRESIDENT


THOMAS LANE BURROUGHS
BASEBALL HEAD COACH


By: **RYAN IVEY**
VICE PRESIDENT AND DIRECTOR OF ATHLETICS

LOUISIANA TECH UNIVERSITY FOUNDATION, INC.


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

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

Approved by the Board of Supervisors of the University of Louisiana System at its
meeting on the _____ day of _____, 2024.

Mr. Rick Gallot, J.D.
President
University of Louisiana System

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

ATHLETIC COMMITTEE

August 22, 2024

Item G.6. **Louisiana Tech University's** request for approval of a contractual amendment with Mr. Talvin Hester, Men's Basketball Head Coach, effective July 1, 2024.

EXECUTIVE SUMMARY

Section 2.1 of this agreement is hereby amended to be for the period from March 28, 2022, through April 30, 2029. Section 11.2 of the agreement is hereby amended to read as follows:

In the event Coach terminates the agreement without cause, he will be liable to the Foundation for the following amounts due within thirty days of termination:

- If on or before April 30, 2025, Coach shall be liable to the Foundation for liquidated damages of \$850,000.
- If on or before April 30, 2026, Coach shall be liable to the Foundation for liquidated damages of \$635,000.
- If on or before April 30, 2027, Coach shall be liable to the Foundation for liquidated damages of \$425,000.
- If on or before April 30, 2028, Coach shall be liable to the Foundation for liquidated damages of \$215,000.
- If on or before April 30, 2029, Coach shall be liable to the Foundation for liquidated damages of \$100,000.

All other terms of the agreement are unaffected and shall continue in full force and effect, and his base salary remains at \$130,000. If there is a conflict between this amendment and the agreement, the terms of this amendment will prevail.

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Louisiana Tech University's request for approval of a contractual amendment with Mr. Talvin Hester, Men's Basketball Head Coach, effective July 1, 2024.

**AMENDMENT TO
CONTRACT OF EMPLOYMENT:
MEN'S BASKETBALL HEAD COACH**

STATE OF LOUISIANA

PARISH OF LINCOLN

This Amendment ("AMENDMENT") is made and entered into on this 26th day of June, 2024, between Louisiana Tech University ("UNIVERSITY"), and TALVIN HESTER ("COACH") and amends the Contract of Employment ("AGREEMENT") previously executed by the parties on August 25, 2022. The terms and conditions set forth in this AMENDMENT are not binding upon the parties until approval of the Board of Supervisors for the University of Louisiana System (hereinafter referred to as "BOARD") is obtained. Louisiana Tech University Foundation, Inc. ("FOUNDATION") joins in this AMENDMENT by virtue of being a party to the AGREEMENT. NOW, THEREFORE, in consideration of the mutual covenants and conditions herein, the parties hereby amend the AGREEMENT as follows:

Section 2.1 of the AGREEMENT is hereby amended to read as follows:

2.1. The term of this agreement is for a fixed period commencing March 28, 2022, and ending on **April 30, 2029**. For purposes of this agreement, contract year one shall commence on March 28, 2022, and end on April 30, 2023. Contract year two and each following contract year shall be on May 1st and end on April 30th of the following calendar year.

Section 11.2 of the AGREEMENT is hereby amended to read as follows:

11.2 In the event COACH terminates the AGREEMENT without cause, he will be liable to the FOUNDATION for the following amounts due within thirty (30) days of termination:

- If on or before April 30, 2025, COACH shall be liable to the FOUNDATION for liquidated damages in the amount of eight hundred fifty thousand dollars (\$850,000.00).
- If on or before April 30, 2026, COACH shall be liable to the FOUNDATION for liquidated damages in the amount of six hundred thirty-five thousand dollars (\$635,000.00).
- If on or before April 30, 2027, COACH shall be liable to the FOUNDATION for liquidated damages in the amount of four hundred twenty-five thousand dollars (\$425,000.00).
- If on or before April 30, 2028, COACH shall be liable to the FOUNDATION for liquidated damages in the amount of two hundred fifteen thousand dollars (\$215,000.00).
- If on or before April 30, 2029, COACH shall be liable to the FOUNDATION for liquidated damages in the amount of one hundred thousand dollars (\$100,000.00).

Except as expressly set forth above, all other terms of the AGREEMENT are unaffected and shall continue in full force and effect. If there is a conflict between this AMENDMENT and the AGREEMENT, the terms of this AMENDMENT will prevail.


SIGNATURE PAGE TO FOLLOW

**AMENDMENT TO:
CONTRACT OF EMPLOYMENT
MEN'S BASKETBALL HEAD COACH**

SIGNATURE PAGE

LOUISIANA TECH UNIVERSITY


By: **DR. JIM HENDERSON**
PRESIDENT


TALVIN HESTER
MEN'S BASKETBALL HEAD COACH


By: **RYAN IVEY**
VICE PRESIDENT & DIRECTOR OF ATHLETICS

LOUISIANA TECH UNIVERSITY FOUNDATION, INC.


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

**RE: LOUISIANA TECH UNIVERSITY
AMENDMENT TO CONTRACT OF EMPLOYMENT
MEN'S BASKETBALL HEAD COACH**

Approved by the Board of Supervisors of the University of Louisiana System at its meeting
on the _____ day of _____, 2024.

MR. RICK GALLOT, J.D.
PRESIDENT
UNIVERSITY OF LOUISIANA SYSTEM

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

ATHLETIC COMMITTEE

August 22, 2024

Item G.7. **Louisiana Tech University's** request for approval of a contract with Mr. Brian Johnson, Director of Men's & Women's Track & Field/Cross Country, effective July 1, 2024.

EXECUTIVE SUMMARY

This agreement is for the period from July 1, 2024, through June 30, 2029. During this period, Coach's annual base salary is as follows:

Contract Year 1: \$100,000
Contract Year 2: \$110,000
Contract Year 3: \$110,000
Contract Year 4: \$120,000
Contract Year 5: \$120,000

In addition, the Louisiana Tech University Foundation will pay Coach the following annual performance incentives as salary supplements:

Performance Incentives		
Conference Team Champion (M/W Cross Country, M/W Track & Field)	\$5,000	
Conference Individual or Relay Champion (M/W Cross Country, M/W Track & Field)	\$1,000	
NCAA Regional Individual or Relay Qualifier (M/W Cross Country, M/W Track & Field)	\$500	
NCAA National Individual or Relay Qualifier (M/W Cross Country, M/W Track & Field)	\$1,000	
NCAA Individual or Relay National Champion (M/W Cross Country, M/W Track & Field)	\$5,000	
NCAA Team National Championship (M/W Cross Country, M/W Track & Field)	\$20,000	
National Coach of the Year	\$10,000	As presented by the USTFCCCA
Conference Coach of the Year	\$5,000	Official award presented by the Conference

Such salary performance incentives are cumulative and may not exceed \$50,000 per contract year.

In addition, the Louisiana Tech University Foundation will pay Coach the following annual academic achievement incentives as salary supplements:

Academic Achievement Incentives (for each M/W Cross Country and M/W Track & Field)	
Annual Team GPA of 3.0-3.49 OR Annual Team GPA 3.50-3.74 OR Annual Team GPA 3.75+	\$1,000 OR \$1,500 OR \$2,000
Annual APR Score of 930-949 OR Annual APR Score 950-974 OR Annual APR Score 975+	\$1,000 OR \$1,500 OR \$2,000

Such academic achievement incentives are cumulative and may not exceed \$16,000 per contract year.

If the University terminates this agreement without cause, the Louisiana Tech University Foundation shall pay liquidated damages to Coach equal to the guaranteed compensation for the remainder of the term of the contract as detailed in the contract. The Foundation's obligation to pay Coach's guaranteed compensation for the remainder of the term of the contract shall be subject to Coach's duty to mitigate his damages.

If Coach terminates the contract without cause, he will be liable to the Foundation for the following amounts due within 30 days of termination:

- If on or before June 30, 2025, Coach shall be liable to the Foundation for the liquidated damages of \$250,000
- If on or before June 30, 2026, Coach shall be liable to the Foundation for the liquidated damages of \$200,000
- If on or before June 30, 2027, Coach shall be liable to the Foundation for the liquidated damages of \$150,000
- If on or before June 30, 2028, Coach shall be liable to the Foundation for the liquidated damages of \$100,000
- If on or before June 30, 2029, Coach shall be liable to the Foundation for the liquidated damages of \$50,000

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Louisiana Tech University's request for approval of a contract with Mr. Brian Johnson, Director of Men's & Women's Track & Field/Cross Country, effective July 1, 2024.

**CONTRACT OF EMPLOYMENT:
DIRECTOR OF MEN'S & WOMEN'S TRACK AND FIELD/CROSS COUNTRY**

STATE OF LOUISIANA

PARISH OF LINCOLN

This agreement is made and entered into on this _____ day of _____, 2024, between Louisiana Tech University (hereinafter referred to as "UNIVERSITY") through its President, Dr. Jim Henderson, and Brian Johnson (hereinafter referred to as "COACH"). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System (hereinafter referred to as "BOARD"), the management board for Louisiana Tech University. The terms and conditions set forth in this Contract of Employment are not binding upon the parties until approval of the BOARD is obtained. Louisiana Tech University Foundation, Inc. (hereinafter referred to as "FOUNDATION") joins in this agreement consenting to the obligations incurred by the FOUNDATION. This single Contract of Employment shall become the agreement between the parties supplanting all previous contracts and/or memoranda of understanding.

**EMPLOYMENT OF DIRECTOR OF MEN'S & WOMEN'S TRACK AND
FIELD/CROSS COUNTRY**

1.0 Employment

1.1 The UNIVERSITY does hereby employ COACH as Director of Men's & Women's Track and Field/Cross Country, and COACH does hereby accept employment and agrees to perform all of the services pertaining to the track & field/cross country program which are reasonably required of COACH, as well as, other services as may be reasonably contemplated hereunder, all as reasonably prescribed by the UNIVERSITY through its President and Director of Athletics.

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

1.3 COACH shall supervise and manage the men's and women's track and field/cross country teams and shall perform such other duties for the UNIVERSITY'S athletic program as the Director of Athletics may reasonably assign, provided such other services are consistent with the services and duties of an NCAA Division I track and field/cross country head coach.

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

2.0 Term

2.1 The term of this agreement is for a period commencing July 1, 2024, and ending on June 30, 2029 (Term). Contract years shall be defined as the following:

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

Contract Year 2: July 1, 2025, to June 30, 2026.

Contract Year 3: July 1, 2026, to June 30, 2027.

Contract Year 4: July 1, 2027, to June 30, 2028.

Contract Year 5: July 1, 2028, to June 30, 2029.

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

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

3.0 Compensation

3.1 In consideration of COACH'S services and satisfactory performance of this agreement, UNIVERSITY shall pay COACH a base annual salary of the following amounts, payable on a bi-weekly basis:

Contract Year 1: \$100,000

Contract Year 2: \$110,000

Contract Year 3: \$110,000

Contract Year 4: \$120,000

Contract Year 5: \$120,000

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

4.0 Employee Benefits

4.1 UNIVERSITY will provide COACH the opportunity to participate in benefit plans including health insurance, dental insurance, retirement, disability, and/or life insurance on a basis consistent with other UNIVERSITY employees of a similar status. Such benefits will be based upon COACH's base annual salary as provided by UNIVERSITY, as defined in Paragraph 3.1. Employee benefits will terminate in accordance with University policy upon the time in which

COACH is no longer a UNIVERSITY employee.

5.0 Performance Incentives

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

Performance Incentives		
Conference Team Champion (M/W Cross Country, M/W Track & Field)	\$5,000	
Conference Individual or Relay Champion (M/W Cross Country, M/W Track & Field)	\$1,000	
NCAA Regional Individual or Relay Qualifier (M/W Cross Country, M/W Track & Field)	\$500	
NCAA National Individual or Relay Qualifier (M/W Cross Country, M/W Track & Field)	\$1,000	
NCAA Individual or Relay National Champion (M/W Cross Country, M/W Track & Field)	\$5,000	
NCAA Team National Championship (M/W Cross Country, M/W Track & Field)	\$20,000	
National Coach of the Year	\$10,000	As presented by the USTFCCCA
Conference Coach of the Year	\$5,000	Official award presented by the Conference

Performance Incentive payout may not exceed \$50,000 per contract year.

5.2 In recognition of exemplary academic achievement and as an incentive for COACH to achieve the goals described below, the FOUNDATION agrees within sixty (60) days after the game or event to pay to COACH the following supplemental payments:

Academic Achievement Incentives (for each M/W Cross Country and M/W Track & Field)	
Annual Team GPA of 3.0-3.49	\$1,000
OR	OR
Annual Team GPA 3.50-3.74	\$1,500

OR Annual Team GPA 3.75+	OR \$2,000
Annual APR Score of 930-949	\$1,000
OR Annual APR Score 950-974	OR \$1,500
OR Annual APR Score 975+	OR \$2,000

Academic Achievement Incentive payout may not exceed \$16,000 per contract year.

5.3 In consideration of COACH's continued employment and in recognition of the benefit to the program through consistent coaching leadership, should COACH remain employed by the UNIVERSITY in the same or similar position at the conclusion of Contract Year 2, COACH will be entitled to a \$10,000 payment for program longevity compensation. Should COACH remain employed by the UNIVERSITY in the same or similar position at the conclusion of Contract Year 4, COACH will be entitled to a \$10,000 payment for program longevity compensation.

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

6.0 Camps and Clinics

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

UNIVERSITY, provided, however that COACH shall have first priority of use of said facilities if the facilities are available at the time COACH requests said use.

6.2 It is specifically agreed that in the operation of such camps, COACH acts for himself in his private capacity and not as an agent or employee of the UNIVERSITY and that this agreement constitutes merely a license to use the property and facilities subject to the conditions set forth in the athletic department camp policy adopted by the UNIVERSITY President and Athletics Council. COACH agrees to protect, indemnify and save harmless the UNIVERSITY from and against any and all expenses, damages, claims, suits, actions, judgments and costs whatsoever, including reasonable attorney's fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death during the operation of said camp activities. COACH is an independent contractor during said camp activities and, as such, is licensed to use certain facilities of the UNIVERSITY. COACH, as a UNIVERSITY employee, will undertake to observe and require campers and its staff to conform to the general rules applicable to the use of UNIVERSITY facilities. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a state institution which makes its facilities open to persons without discrimination.

7.0 Shoe, Apparel, and/or Equipment Contracts

In the course of COACH's official duties, COACH shall, as determined by the UNIVERSITY, use the shoes, apparel, and/or equipment of the companies with which the UNIVERSITY has contracted for athletic supplies. Further, COACH, in his capacity as a representative of the Athletic Department, may be directed to endorse, consult, or provide other services for shoe, apparel, and/or equipment companies. COACH shall make all reasonable efforts

to be available as a consultant to shoe, apparel, and/or equipment companies as determined by the Director of Athletics. COACH's consulting duties may include, but are not limited to, providing written or oral feedback concerning the design or performance of products supplied to COACH and his team. Consultation is upon the UNIVERSITY's reasonable request and is subject to timely notice and availability of COACH. Compensation for outside services provided by COACH to athletic shoe, apparel, or equipment companies shall be paid by such companies. COACH's services to the company shall be separate from the services COACH will provide in the course of COACH's official duties for the UNIVERSITY. Payments to COACH for outside services provided by COACH to athletic shoe, apparel, and/or equipment companies shall be subject to Paragraph 8.0 of this contract.

8.0 Outside Income-Subject to Compliance with Board Rules

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

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

8.3 COACH shall report annually in writing to the President on or before July 1st all

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

9.0 Compliance with NCAA, Conference and University Rules

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

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

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

10.0 Track & Field/Cross Country Staff

10.1 COACH may make hiring decisions regarding assistant track & field/cross country coaches and support staff in his sole discretion subject to approval of the Director of Athletics and approval by the Board of Supervisors for the University of Louisiana System. The salary pool for the track & field/cross country staff will be \$150,000.

11.0 Termination

11.1 If COACH is terminated without cause during the term of the contract, as liquidated damages, the FOUNDATION shall pay COACH the Guaranteed Compensation for the remainder of the term of contract. These amounts shall be payable by the FOUNDATION on a monthly basis and solely through its athletic funds.

The FOUNDATION's obligation to pay COACH's Guaranteed Compensation for the remainder of the term of the contract shall be subject to COACH's duty to mitigate his damages. COACH hereby agrees to mitigate such damages by making reasonable and diligent efforts to obtain employment commensurate with his qualifications and experience, as soon as reasonably possible after termination of this Contract of Employment pursuant to Paragraph 11.1. If COACH should obtain such new employment prior to the last installment payment of liquidated damages, COACH shall notify the Director of Athletics of such new employment. Any further obligation of FOUNDATION to COACH shall be reduced by amount of salary or payment from new

employment. Employment for purposes of this paragraph shall include any form of employment, including a contract of employment, employment at-will, or employment as an independent contractor. Any new type of employment will be considered as permanent and monthly payments will be immediately reduced by the difference of the new position. Any such reduction shall be permanent regardless of whether or not COACH retains the new position for the duration of the payout period.

11.2 UNIVERSITY shall have the right to terminate COACH's employment and this Agreement for cause prior to its expiration on June 30, 2029. In the event this Agreement is terminated for cause, all obligations of UNIVERSITY and/or FOUNDATION to make further payment or provide any other consideration hereunder shall cease as of the date of termination. In addition to its normally understood meaning in employment contracts, the term "cause" shall include, without limitation, any of the following:

a. Failure or refusal by COACH to perform any of the material duties required by this Agreement or reasonably required of a Division I track & field/cross country head coach, neglect by COACH of any of the material duties required by this Agreement or reasonably required of a Division I track & field/cross country head coach, COACH's unwillingness to perform such required material duties to the best of his ability, or any other material breach of this Agreement; or

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

c. A serious or major violation or a pattern of violations, whether intentional or negligent, by COACH of any Rules or Regulations, which violation may reflect adversely upon

UNIVERSITY or its athletics program, including, but not limited to, any violation which may result in UNIVERSITY being investigated, placed on probation, or otherwise sanctioned by the NCAA or its Conference; or

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

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

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

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

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

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

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

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

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

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

n. Any cause adequate to sustain termination of any regular staff employee of

UNIVERSITY, including but not limited to a violation of the Louisiana Code of Governmental Ethics (Louisiana Tech Policy 1410), a harassment violation (Louisiana Tech Policy 1438), or a sexual harassment violation (Louisiana Tech Policy 1436).

11.3 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; and 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. Violation of this provision in UNIVERSITY's reasonable judgment is just cause for termination.

11.4 In the event COACH terminates the contract without cause, he will be liable to the FOUNDATION for the following amounts due within thirty (30) days of termination:

- If on or before June 30, 2025, COACH shall be liable to the FOUNDATION for the liquidated damages in the amount of two hundred fifty thousand dollars (\$250,000.00).
- If on or before June 30, 2026, COACH shall be liable to the FOUNDATION for the liquidated damages in the amount of two hundred thousand dollars (\$200,000.00).
- If on or before June 30, 2027, COACH shall be liable to the FOUNDATION for the liquidated damages in the amount of one hundred fifty thousand dollars (\$150,000.00).
- If on or before June 30, 2028, COACH shall be liable to the FOUNDATION for the liquidated damages in the amount of one hundred thousand dollars (\$100,000.00).
- If on or before June 30, 2029, COACH shall be liable to the FOUNDATION for the liquidated damages in the amount of fifty thousand dollars (\$50,000.00).

11.5 Title IX and Sexual Misconduct Policy Reporting and Compliance:

COACH shall promptly report to the University's Title IX Coordinator or Deputy Title IX

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

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

12.0 Automatic Termination Upon Death or Disability of Coach

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

13.0 Termination – General Provisions

13.1 If COACH terminates the contract, or if the contract is terminated for cause, neither the UNIVERSITY nor the FOUNDATION shall be liable for any payments or benefits after the date of termination, except for amounts previously earned (including supplemental payment) but

not yet paid.

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

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

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

14.0 Invalid Provisions

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

15.0 Notice Provision

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

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

Ryan Ivey
VP and Director of Athletics
Louisiana Tech University
1650 West Alabama
Ruston, LA 71272

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

AND

Lisa Bradley
Interim Vice President for University Advancement
Louisiana Tech University Foundation
207 West Alabama
Ruston, LA 71270

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

16.0 Merger Clause/No Oral Modification

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

**RE: LOUISIANA TECH UNIVERSITY
CONTRACT OF EMPLOYMENT
DIRECTOR OF MEN'S & WOMEN'S TRACK AND FIELD/CROSS COUNTRY**

Approved by the Board of Supervisors of the University of Louisiana System at its
meeting on the _____ day of _____, 2024.


Mr. Rick Gallot, J.D.
President
University of Louisiana System

**CONTRACT OF EMPLOYMENT:
DIRECTOR OF MEN'S & WOMEN'S TRACK AND FIELD/CROSS COUNTRY**

SIGNATURE PAGE

LOUISIANA TECH UNIVERSITY


By: **DR. JIM HENDERSON**
PRESIDENT


BRIAN JOHNSON
DIRECTOR OF MEN'S & WOMEN'S
TRACK AND FIELD/CROSS COUNTRY


By: **RYAN IVEY**
VICE PRESIDENT AND DIRECTOR OF ATHLETICS

LOUISIANA TECH UNIVERSITY FOUNDATION, INC.


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

by both parties.

SIGNATURE PAGE TO FOLLOW

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

ATHLETIC COMMITTEE

August 22, 2024

Item G.8. **McNeese State University's** request for approval of a contract with Ms. Sonia Madronal Medina, Head Women's Tennis Coach, effective July 1, 2024.

EXECUTIVE SUMMARY

Under this agreement, through June 30, 2027, Coach will earn \$50,000. The University may permit additional (non-recurring) supplemental pay to Coach for specific and extraordinary achievement in accordance and as stipulated by the University policy titled Bonuses for Specific and Extraordinary Achievement and as allowed by NCAA Division I bylaw 11.3.2.3.

During the term, Coach shall have the opportunity to earn Bonus Compensation from the McNeese State University Foundation paid to the Coach through the University's normal payroll process. The Foundation is also responsible for increased related benefit payments associated with the supplement.

Tennis Incentives:

- \$750 – Finish Conference Regular Season Top 3
- \$1,250 – Regular Season Championship
- \$2,500 – Conference Tournament Championship
- \$500 – Conference Coach of the Year
- \$250 – Conference Player of the Year

Academic Incentives:

- \$1,000 – 985 or higher single year APR
- \$1,000 – Team Cumulative single year GPA at or above 3.500 (Calculated at end of Spring semester)
- \$500 – Team Cumulative single year GPA in between 3.200 and 3.499 (Calculated at end of Spring semester)

If the University terminates the agreement without cause, Coach shall be entitled to the remaining compensation as defined in the contract that she would have earned from the date of termination to the contract end date. The University shall pay the amount due through June 30 of the fiscal year of termination, and the McNeese State University Foundation shall pay the remaining amount from its athletic related accounts.

In the event Coach terminates this contract without cause to accept a position as a head or assistant tennis coach at a different University or Community College or other educational organization or any professional athletic organization, Coach or third party shall pay University \$10,000.

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves McNeese State University's request for approval of a contract with Ms. Sonia Madronal Medina, Head Women's Tennis Coach, effective July 1, 2024.

McNEESE STATE UNIVERSITY**HEAD WOMEN'S TENNIS COACH
CONTRACT OF EMPLOYMENT****STATE OF LOUISIANA****PARISH OF CALCASIEU**

This contract is made and entered into between McNeese State University through its President Dr. Wade Rouse McNeese State University Foundation represented by Laura Bowers, and **SONIA MADRONAL MEDINA** (hereinafter referred to as "COACH"). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for McNeese State University (the "Board"). 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 McNeese State University (the "University") does hereby employ COACH as Head Women's Tennis Coach and COACH does hereby accept employment and agrees to perform all of the services pertaining to Women's Tennis which are required of COACH, as well as, other services as may be contemplated hereunder, all as prescribed by the University through its President and Athletics Director.
- 1.2 COACH shall be responsible, and shall report, directly to the University's Director of Athletics (the "Director") and shall confer with the Director or the Director's designee on all administrative and technical matters. COACH shall also be under the general supervision of McNeese State University's President.
- 1.3 COACH shall manage and supervise the team and shall perform such other duties in McNeese State University's athletic program as the Director may assign.
- 1.4 COACH agrees to represent McNeese State University positively in public and private forums and shall not engage in conduct that reflects adversely on McNeese State University or its athletic programs.

2.0 Term

- 2.1 The term of this contract is for a fixed period of thirty-six (36) months, commencing on the 1st day of July 2024, and terminating without further notice to COACH on the 30th day of June 2027.
- 2.2 This contract is renewable solely upon an offer from McNeese State University and an acceptance by COACH, both of which must be in writing, signed by the parties, and approved by the Board. This contract in no way grants COACH a claim to tenure in employment, nor shall COACH'S service pursuant to this contract count in any way toward tenure at McNeese State University.
- 2.3 This contract may be amended or extended at any time during the period of this contract by mutual agreement of all parties.

3.0 Compensation

- 3.1 In consideration of COACH'S services and satisfactory performance, McNeese State University shall pay COACH a base annual (12-month) salary in the amount below:

\$50,000
- 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 section 13 of this contract.
- 3.3 The University may permit additional (non-recurring) supplemental pay to COACH for specific and extraordinary achievement in accordance and as stipulated by the University policy as allowed by NCAA Division I bylaw 11.3.2.3.
- 3.4 In this appointment, in accordance with ULS Policy Number FS.111.XXI.-1, COACH will not accrue Compensatory Leave and COACH will be exempt from taking leave when the University is officially closed at holiday breaks.
- 3.5 COACH may be eligible for cost of living or merit pay increases in addition to the stated base salary. COACH is also subject to pay adjustment according to economic circumstances that affect all employees in the unclassified state service.

- 3.6 During the Term, COACH shall have the opportunity to earn Bonus Compensation from the foundation paid to the COACH through the University's normal payroll process. The foundation is also responsible for increased related benefit payments associated with the supplement.

Tennis Incentives:

- \$750 – Finish Conference Regular Season Top 3
- \$1,250 – Regular Season Championship
- \$2,500 – Conference Tournament Championship
- \$500 – Conference Coach of The Year
- \$250 – Conference Player of the Year

Academic Incentives:

- \$1,000 – 985 or higher single year APR
- \$1,000 – Team Cumulative single year GPA at or above 3.500 (Calculated at end of Spring semester)
- \$500 – Team Cumulative single year GPA in between 3.200 and 3.499 (Calculated at end of Spring semester)

4.0 Contracts for Broadcast and/or Telecast

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

5.0 Camps and Clinics

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

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

6.0 Courtesy / Leased Vehicle Benefit

- 6.1 The COACH may receive a courtesy/leased vehicle if an arrangement can be made through a local dealership. The benefit shall not be considered earned income for the purpose of computation of retirement benefits, and COACH shall be responsible for all applicable taxes. The University has no obligation to furnish a vehicle to COACH. The arrangements for a vehicle may be made by either the Athletics Director or COACH.
 - (a) Should a courtesy/leased vehicle arrangement not be available with a local dealership, COACH may receive a monthly monetary allowance not to exceed \$500 toward the expense of a vehicle. 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 outlined in PPM 49.
- 6.2 Insurance on any courtesy / leased vehicle must be paid for by the dealership, the COACH, or some other arrangement agreed to by the Athletics Director.-
- 6.3 The COACH may be reimbursed for miles driving the courtesy / leased vehicle on school-sponsored business as authorized and approved following the University of Louisiana System Athletic Travel Policy No. IA-V.(2a).

7.0 Employee Benefits

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

8.0 Outside Income and/or Benefits

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

without limitation, income or benefits from (1) endorsement or consultation contracts with apparel companies, equipment manufacturers, or television or radio programs; (2) ownership, control, or management of a foundation, organization, or other entity; and (3) participation in athletic camps outside of those offered by Employer (see Bylaw 11.2.2.).

9.0 Apparel, Equipment Endorsements

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

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

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

11.0 Compliance with Local, State and Federal Laws

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

12.0 Women's Tennis Staff and Scheduling

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

13.0 Termination

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

COACH to cure alleged behavior or violation. In the event of such termination, COACH will receive thirty (30) calendar days notice of termination or thirty (30) calendar day's regular pay in lieu of such notice. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination. The judgment as to whether the conduct of COACH constitutes cause under this provision shall not be exercised arbitrarily, capriciously or in a discriminatory manner by the University. No damages or other amounts than are specified in this section 13.2 shall be due if termination is for just cause.

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

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

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

- If COACH terminates the contract between July 1, 2024 and June 30, 2027, University shall be entitled to receive \$10,000, from COACH or from third party.

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

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

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

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

14.0 Fundraising

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

15.0 Severability

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

16.0 Force Majeure

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

17.0 Previous Agreements

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

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

WITNESSES:

[Signature]
Cathy Devillier

Jessica Pousson

Deb Kingrey

[Signature] Date 08/08/2024

Sonia Madronal Medina, Head Women's Tennis Coach
McNeese State University

[Signature] Date 8/8/2024

Heath Schroyer, Director of Athletics
McNeese State University

[Signature] Date 8/8/24

Dr. Wade Rousse, President
McNeese State University

[Signature] Date 8/8/24

Laura Bowers, Executive Director
McNeese Foundation

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

_____, 20_____

SECRETARY - Board of Supervisors

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

ATHLETIC COMMITTEE

August 22, 2024

Item G.9. **McNeese State University's** request for approval of a contract with Mr. Brendon Gilroy, Head Men's and Women's Track and Field/Cross Country Coach, effective August 1, 2024.

EXECUTIVE SUMMARY

Under this agreement, Coach will earn: \$62,000 from August 1, 2024 to June 30, 2025; \$67,000 from July 1, 2025 to June 30, 2026; and \$72,000 from July 1, 2026 to June 30, 2027 to be paid in monthly installments.

The University may permit additional (non-recurring) supplemental pay to Coach for specific and extraordinary achievement in accordance and as stipulated by the University policy titled Bonuses for Specific and Extraordinary Achievement and as allowed by NCAA Division I bylaw 11.3.2.3.

During the term, Coach shall have the opportunity to earn Bonus Compensation from the McNeese State University Foundation paid to the Coach through the University's normal payroll process. The Foundation is also responsible for increased related benefit payments associated with the supplement.

Track/Cross Country Incentives:

- \$2,000 – Conference Championship per gender per season
- \$1,000 – Conference Coach of the Year per gender per season
- \$150 – Per athlete who advances to NCAA Regional Track and Field Meet
- \$250 – Per athlete who advances to NCAA Championship Track and Field Meet
- \$250 – NCAA National Championship Cross Country Meet Qualifier
- \$250 – Southland Conference Athlete of the Year per gender per season
- \$250 – Southland Conference Academic Athlete of the Year per gender per season
- \$250 – USTFCCCA All-Academic Team per gender per season

Academic Incentives:

- \$1,000 – 985 or higher single year APR per gender per sport

If the University terminates the agreement without cause, Coach shall be entitled to all of the remaining compensation as defined in the contract that he would have earned from the date of termination to the contract end date. The University shall pay the amount due through June 30 of the fiscal year of termination, and the McNeese State University Foundation shall pay the remaining amount from its athletic related accounts.

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves McNeese State University's request for approval of a contract with Mr. Brendon Gilroy, Head Men's and Women's Track and Field/Cross Country Coach, effective August 1, 2024.

McNEESE STATE UNIVERSITY
HEAD MEN'S AND WOMEN'S TRACK COACH
CONTRACT OF EMPLOYMENT

STATE OF LOUISIANA

PARISH OF CALCASIEU

This contract is made and entered into between McNeese State University through its President Dr. Wade Rousse McNeese State University Foundation represented by Laura Bowers, and **BRENDON GILROY** (hereinafter referred to as "COACH"). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for McNeese State University (the "Board"). 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 McNeese State University (the "University") does hereby employ COACH as **Head Men's and Women's Track and Field / Cross Country Coach** and COACH does hereby accept employment and agrees to perform all of the services pertaining to **Track and Field and Cross Country** which are required of COACH, as well as, other services as may be contemplated hereunder, all as prescribed by the University through its President and Athletics Director.
- 1.2 COACH shall be responsible, and shall report, directly to the University's Director of Athletics (the "Director") and shall confer with the Director or the Director's designee on all administrative and technical matters. COACH shall also be under the general supervision of McNeese State University's President.
- 1.3 COACH shall manage and supervise the team and shall perform such other duties in McNeese State University's athletic program as the Director may assign.
- 1.4 COACH agrees to represent McNeese State University positively in public and private forums and shall not engage in conduct that reflects adversely on McNeese State University or its athletic programs.

2.0 Term

- 2.1 The term of this contract is for a fixed period of THIRTY-FIVE (35) months, commencing on the 1st day of August 2024, and terminating without further notice to COACH on the 30th day of June 2027.
- 2.2 After June 30, 2027, this contract is renewable solely upon an offer from McNeese State University and an acceptance by COACH, both of which must be in writing, signed by the parties, and approved by the Board. This contract in no way grants COACH a claim to tenure in employment, nor shall COACH'S service pursuant to this contract count in any way toward tenure at McNeese State University.
- 2.3 This contract may be amended or extended at any time during the period of this contract by mutual agreement of all parties.

3.0 Compensation

- 3.1 In consideration of COACH'S services and satisfactory performance, McNeese State University shall pay COACH a base annual (12-month) salary in the amount below, payable on a monthly basis.
 1. August 1, 2024 to June 30, 2025 - \$62,000
 2. July 1, 2025 to June 30, 2026 - \$67,000
 3. July 1, 2026 to June 30, 2027 - \$72,000
- 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 section 13 of this contract.
- 3.3 The University may permit additional (non-recurring) supplemental pay to COACH for specific and extraordinary achievement in accordance and as stipulated by the University policy as allowed by NCAA Division I bylaw 11.3.2.3.
- 3.4 In this appointment, in accordance with ULS Policy Number FS.111.XXI.-1, COACH will not accrue Compensatory Leave and COACH will be exempt from taking leave when the University is officially closed at holiday breaks.

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

3.6 During the Term, COACH shall have the opportunity to earn Bonus Compensation from the foundation paid to the COACH through the University's normal payroll process. The foundation is also responsible for increased related benefit payments associated with the supplement.

Track / Cross Country Incentives:

\$2,000 – Conference Championship per gender per season

\$1,000 – Conference Coach of The Year per gender per season

\$150 – Per athlete which advances to NCAA Regional Track and Field Meet

\$250 – Per athlete which advances to NCAA Championship Track and Field Meet

\$250 – NCAA National Championship Cross Country Meet Qualifier

\$250 – Southland Conference Athlete of the Year per gender per season

\$250 – Southland Conference Academic Athlete of the Year per gender per season

\$250 – USTFCCCA All-Academic Team per gender per season

Academic Incentives:

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

Per COACH discretion and written direction; money from incentives can be directed to paid members of his/her staff in accordance with University policy and procedure

4.0 Contracts for Broadcast and/or Telecast

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

5.0 Camps and Clinics

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

6.0 Courtesy / Leased Vehicle Benefit

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

7.0 Employee Benefits

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

8.0 Outside Income and/or Benefits

- 8.1 With approval from the University President and in accordance with University and Board policies, COACH shall be authorized to earn other revenue while employed by the University, but such activities are independent of his/her University employment, and the University shall have no responsibility for any claims arising there from. COACH shall be entitled to retain revenue generated from his/her operation of Track/Cross Country camps and/or

Track/Cross Country clinics in accordance with University policy relating to camps or clinics conducted by Athletic Department personnel. All outside income will be subject to approval in accordance with the Board of Supervisors for the University of Louisiana System policies (Adopted 2/24/95). Coach shall report annually in writing to President all athletically-related income, revenue, and/or benefits Coach receives from sources outside University, and Coach shall abide by all NCAA regulations regarding outside compensation. Examples of outside income include, without limitation, income or benefits from (1) Endorsement or consultation contracts with apparel companies, equipment manufacturers, or television or radio programs; (2) ownership, control, or management of a foundation, organization, or other entity; and (3) participation in athletic camps outside of those offered by the University. All outside compensation must also comply with the Louisiana Code of Governmental Ethics.

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

9.0 Apparel, Equipment Endorsements

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

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

10.1 COACH shall abide by the NCAA and Conference rules and regulations and the policies and procedures of the University. Pursuant to NCAA Bylaw 11.2.1, Coach understands that Coach has an affirmative obligation to cooperate fully in the infractions process, including the investigation and adjudication of a case (see NCAA Bylaw 19.2.3). If found in violation of NCAA regulations, COACH shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA Constitution 11.2.1). If found in violation of Conference rules and regulations, or University policies and procedures, COACH shall be subject to disciplinary or corrective action as set forth by Conference rules and regulations or University policies and procedures. COACH may be suspended for a period of time, without pay, or the employment of COACH may be terminated if COACH is found to be involved in deliberate and serious, or repetitive, violations of NCAA regulations (NCAA Constitution 11.2.1), Conference rules and regulations, or University policies and procedures.

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

10.3 COACH shall promote an atmosphere for compliance within the program supervised by the COACH and shall monitor the activities regarding compliance of all assistant coaches and other administrators involved with the program who report directly or indirectly to the COACH (NCAA Division I Bylaw 11.1.2.1 Responsibility of Head Coach).

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

11.0 Compliance with Local, State and Federal Laws

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

12.0 Track / Cross Country Staff and Scheduling

12.1 Adhering to the University hiring policies, COACH shall have the authority to select associate / assistant coaches upon approval by the Athletics Director, the President, and the Board of Supervisors for the University of Louisiana System. Associate / assistant coaches shall be appointed as University unclassified personnel.

- 13.2 All scheduling must be reviewed and have final approval from the Director of Athletics and/or Sr. Associate AD for Finance.

13.0 Termination

- 13.1 Either party may terminate this agreement without just cause prior to the expiration of its terms by giving five (5) days written notice to the other party. Prior to termination of COACH, the University will obtain approval from the President of the University of Louisiana System.

- 13.2 COACH may be terminated by the Athletic Director at any time for violation or gross disregard of state or federal laws (excluding minor offenses or those punishable by citation), or deliberate and serious violations of NCAA, conference, or university rules, regulations, policies or procedures, or engaging in conduct, which is clearly contrary to the character and responsibilities of a person occupying the position of as **Head Men's And Women's Track and Field / Cross Country Coach** or which substantially negatively or substantially adversely affects the reputation of the University or McNeese State University athletics or for any violation of this contract; provided, however, prior to termination, University shall meet with COACH to notify him of alleged offending behavior under this clause, following which COACH will have fourteen (14) days to cure alleged offending behavior or violation. University shall provide a good faith opportunity for COACH to cure alleged behavior or violation. In the event of such termination, COACH will receive thirty (30) calendar days notice of termination or thirty (30) calendar day's regular pay in lieu of such notice. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination. The judgment as to whether the conduct of COACH constitutes cause under this provision shall not be exercised arbitrarily, capriciously or in a discriminatory manner by the University. No damages or other amounts than are specified in this section 13.2 shall be due if termination is for just cause.

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

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

- 13.4 If COACH terminates the contract between August 1, 2024 and June 30, 2027, there will be no financial penalty, from COACH or from third party.

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

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

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

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

14.0 Fundraising

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

15.0 Severability

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

16.0 Force Majeure

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

17.0 Previous Agreements

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

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

WITNESSES:

[Signature]
[Signature]
Jessica Pousson
Deb Kingrey

[Signature] Date 8/7/24
Brendon Gilroy, Head Men's and Women's Track Coach
McNeese State University
[Signature] Date 8/7/24
Heath Schroyer, Director of Athletics
McNeese State University
[Signature] Date 8/9/24
Dr. Wade Rousse, President
McNeese State University
[Signature] Date 8/8/24
Laura Bowers, Executive Director
McNeese Foundation

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

_____, 20_____.

SECRETARY – Board of Supervisors

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

ATHLETIC COMMITTEE

August 22, 2024

Item G.10. **McNeese State University's** request for approval of a contract with Mr. Justin Hill, Head Baseball Coach, effective August 1, 2024.

EXECUTIVE SUMMARY

Under this agreement, Coach will earn: \$120,000 from August 1, 2024 to June 30, 2025; \$130,000 from July 1, 2025 to June 30, 2026; and \$140,000 from July 1, 2026 to June 30, 2027 to be paid in monthly installments.

The University may permit additional (non-recurring) supplemental pay to Coach for specific and extraordinary achievement in accordance and as stipulated by the University policy titled Bonuses for Specific and Extraordinary Achievement and as allowed by NCAA Division I bylaw 11.3.2.3.

During the term, Coach shall have the opportunity to earn Bonus Compensation from the McNeese State University Foundation paid to the Coach through the University's normal payroll process. The Foundation is also responsible for increased related benefit payments associated with the supplement.

Baseball Incentives:

- \$1,000 – Conference Coach of the Year
- \$1,000 – Top 3 finish in Conference Regular Season
- \$1,500 – Regular Season Championship
- \$1,000 – Conference Tournament Championship Game Appearance
- \$3,000 – Conference Tournament Championship
- \$1,000 – Each NCAA Tournament Win
- \$10,000 – NCAA Regional Championship
- \$10,000 – NCAA Super Regional Championship

Academic Incentives:

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

If the University terminates the agreement without cause, Coach shall be entitled to all of the remaining compensation as defined in the contract that he would have earned from the date of termination to the contract end date. The University shall pay the amount due through June 30 of the fiscal year of termination, and the McNeese State University Foundation shall pay the remaining amount from its athletic related accounts.

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves McNeese State University's request for approval of a contract with Mr. Justin Hill, Head Baseball Coach, effective August 1, 2024.

McNEESE STATE UNIVERSITY**Head Baseball Coach****CONTRACT OF EMPLOYMENT****STATE OF LOUISIANA
PARISH OF CALCASIEU**

This contract is made and entered into between McNeese State University through its President Dr. Wade Rousse McNeese State University Foundation represented by Laura Bowers, and **JUSTIN HILL** (hereinafter referred to as 'COACH'). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for McNeese State University (the "Board"). 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 McNeese State University (the "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 **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 Athletics Director.
- 1.2 COACH shall be responsible, and shall report, directly to McNeese State University's Director of Athletics (the "Director") and shall confer with the Director or the Director's designee on all administrative and technical matters. COACH shall also be under the general supervision of McNeese State University's President.
- 1.3 COACH shall manage and supervise the team and shall perform such other duties in McNeese State University's athletic program as the Director may assign.
- 1.4 COACH agrees to represent McNeese State University positively in public and private forums and shall not engage in conduct that reflects adversely on McNeese State University or its athletic programs.

2.0 Term

- 2.1 The term of this contract is for a fixed period of thirty-five (35) months, commencing on the **1st day of August, 2024** and terminating without further notice to COACH on the **30th day of June 2027** unless extended under the terms of this contract.
- 2.2 This contract is renewable solely upon an offer from McNeese State University and an acceptance by COACH, both of which must be in writing, signed by the parties, and approved by the Board. This contract in no way grants COACH a claim to tenure in employment, nor shall COACH'S service pursuant to this contract count in any way toward tenure at McNeese State University.
- 2.3 This agreement may be amended or extended at any time during the period of this contract by mutual agreement of all parties.

3.0 Compensation

- 3.1 In consideration of COACH'S services and satisfactory performance of this contract, McNeese State University shall pay COACH a base annual salary for the term of this contract in the following amount, payable on a monthly basis.
 1. August 1, 2024 to June 30, 2025: \$120,000
 2. July 1, 2025 to June 30, 2026: \$130,000
 3. July 1, 2026 to June 30, 2027: \$140,000
- 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 section 13 of this contract.
- 3.3 The University may permit additional (non-recurring) supplemental pay to COACH for specific and extraordinary achievement in accordance and as stipulated by the University policy entitled Bonuses for Specific and Extraordinary Achievement and as allowed by NCAA Division I bylaw 11.3.2.3.
- 3.4 In this appointment, in accordance with ULS Policy Number FS.111.XXI.-1, COACH will not accrue Compensatory Leave and COACH will be exempt from taking leave when the University is officially closed at holiday breaks.
- 3.5 COACH may be eligible for cost of living or merit pay increases in addition to the stated base salary. Coach is also subject to pay adjustment according to economic circumstances that affect all employees in the unclassified state service.
- 3.6 During the Term, COACH shall have the opportunity to earn Bonus Compensation from the foundation paid to the COACH through the University's normal payroll process. The foundation is also responsible for increased related benefit payments associated with the supplement.

Baseball Incentives:

\$1,000 – Conference Coach of the Year

\$1,000 – Top 3 finish in Conference Regular Season

\$1,500 – Regular Season Championship

\$1,000 – Conference Tournament Championship Game Appearance

\$3,000 – Conference Tournament Championship

\$1,000 – Each NCAA Tournament Win

\$10,000 – NCAA Regional Championship

\$10,000 – NCAA Super Regional Championship

Academic Incentives:

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

Per COACH discretion and written direction; money from incentives can be directed to paid members of his/her staff in accordance with University policy and procedure

4.0 Contracts for Broadcast and/or Telecast

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

5.0 Camps and Clinics

- 5.1 COACH may operate a camp for the teaching of athletic pursuits on the University property to the end of better utilization of the facilities and with suitable compensation paid to the University for the use of such facilities. The use of University facilities will be determined by the availability of those facilities as established by the University. COACH must adhere to the Policy for Use of Campus Facilities.
- 5.2 It is specifically agreed that in the operation of such camps, COACH acts for himself/herself in his/her private capacity and not as an agent or employee of the University and that this contract constitutes merely a license to use the property and facilities subject to the conditions hereafter stated:
 - (a) Special set-ups or changes in original set-up of facilities will be taken care of by the COACH with no cost to the University.
 - (b) The COACH agrees to pay the University all out-of-pocket costs incurred by the University in making the facilities available for the camps.
 - (c) The COACH agrees to secure a policy of insurance in a company approved by the University's Risk Management Office under which the Board of Supervisors of the University of Louisiana System, the University, its agents and servants, are named as the insured (or as an additional insured) which provides:
 1. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage if COACH hires any employees to work at such camps or clinics;
 2. Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage;
 3. Other Insurance Requirements: provided in the Policy for Use of Campus Facilities.
 - (d) Annual leave must be requested to cover the dates of the camp operation for all University personnel involved.

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

6.0 Courtesy / Leased Vehicle Benefit

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

7.0 Employee Benefits

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

8.0 Outside Income-Subject to Compliance with Board Rules

- 8.1 With approval from the University President and in accordance with University and Board policies, COACH shall be authorized to earn other revenue while employed by the University, but such activities are independent of his/her University employment, and the University shall have no responsibility for any claims arising there from. COACH shall be entitled to retain revenue generated from his/her operation of BASEBALL camps and/or BASEBALL clinics in accordance with University policy relating to camps or clinics conducted by Athletic Department personnel. All outside income will be subject to approval in accordance with the Board of Supervisors for the University of Louisiana System policies (Adopted 2/24/95). Coach shall report annually in writing to President all athletically-related income, revenue, and/or benefits Coach receives from sources outside University, and Coach shall abide by all NCAA regulations regarding outside compensation. All outside compensation must also comply with the Louisiana Code of Governmental Ethics.

9.0 Apparel, Equipment Endorsements

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

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

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

- 10.2 COACH shall also abide by the State of Louisiana Code of Government Ethics, University Policy and Procedures, and the policies and procedures of the University of Louisiana System. In public appearances he/she shall at all times conduct himself/herself in a manner that befits a University official and shall always attempt to create goodwill and a good image for the University.
- 10.3 COACH shall promote an atmosphere for compliance within the program supervised by the coach and shall monitor the activities regarding compliance of all assistant coaches and other administrators involved with the program who report directly or indirectly to the coach (NCAA Division I Bylaw 11.1.2.1 Responsibility of Head Coach).

11.0 Compliance with Local, State and Federal Laws

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

12.0 Baseball Staff

- 12.1 Adhering to the University hiring policies, COACH shall have the authority to select associate / assistant coaches upon approval by the Athletics Director, the President, and the Board of Supervisors for the University of Louisiana System. Associate / assistant coaches shall be appointed as University unclassified personnel.

13.0 Termination

- 13.1 Either party may terminate this agreement without just cause prior to the expiration of its terms by giving thirty (30) days written notice to the other party. Prior to termination of COACH, the University will obtain approval from the President of the University of Louisiana System.
- 13.2 COACH may be terminated by the Athletic Director at any time for violation or gross disregard of state or federal laws (excluding minor offenses or those punishable by citation), or deliberate and serious violations of NCAA, conference, or university rules, regulations, policies or procedures, or engaging in conduct, which is clearly contrary to the character and responsibilities of a person occupying the position of **Head Baseball Coach** or which substantially negatively or substantially adversely affects the reputation of the University or McNeese State University athletics or for any violation of this contract; provided, however, prior to termination, University shall meet with COACH to notify him of alleged offending behavior under this clause, following which COACH will have fourteen (14) days to cure alleged offending behavior or violation. University shall provide a good faith opportunity for COACH to cure alleged behavior or violation. In the event of such termination, COACH will receive thirty (30) calendar days' notice of termination or thirty (30) calendar day's regular pay in lieu of such notice. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination. The judgment as to whether the conduct of COACH constitutes cause under this provision shall not be exercised arbitrarily, capriciously or in a discriminatory manner by the University. No damages or other amounts than are specified in this section 13.2 shall be due if termination is for just cause.
- 13.3 COACH may be terminated at any time due to financial circumstances in which the University and/or the University of Louisiana System has made declaration of financial exigency. Such a termination can be based on consideration of budgetary restrictions and priorities for maintenance of programs and services. In the event of such termination, COACH will receive six (6) months notice of termination or six (6) months regular pay in lieu of such notice. All compensation, including salary, benefits, and other remuneration incidental to employment, cease upon termination.
- 13.4 The University may at any time, and in its sole discretion, terminate the employment of COACH for any reason. In the event the University terminates the contract, without cause, COACH shall be entitled all of the remaining base salary that he/she would have earned from the date of termination to the contract end date. The University's obligation shall include base salary, any incentives earned as described in section 3.6, and any payments as permitted by the University of Louisiana System and the State of Louisiana. The parties agree that any amounts due beyond the current fiscal year shall be funded solely by the McNeese State University Foundation athletic related accounts. Payments due from the University shall be due to COACH no later than sixty (60) days from the effective date of the termination.
- 13.5 If COACH terminates the contract between August 1, 2024 and June 30, 2027, there will be no financial penalty, from COACH or from third party.
- 13.6 Should COACH's contract be terminated for just cause, the University and the Foundation shall not be liable for any payments or benefits specified in this agreement past the effective date of termination. Just cause for termination shall include, but not be limited to:
 - (a) violation or gross disregard of local, state, or federal laws, NCAA or Conference rules or regulations, or University policies or procedures, as well as
 - (b) engaging in conduct, as solely determined by the University, which is clearly contrary to the character and responsibilities of a person occupying the position of **HEAD BASEBALL COACH** or which negatively or adversely affects the reputation of the University or McNeese State Athletics in any way.

14.0 Fundraising

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

15.0 Severability

- 15.1 If any provision of the 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.

16.0 Force Majeure

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

17.0 Previous Agreements

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

18.0 Electronic Signature

- 18.1 Both parties agree that an electronic signature of a party, whether digital or encrypted, included in this Agreement is intended to authenticate this writing and to have the same force and effect as a manual signature. Delivery of a copy of this Agreement bearing an original or electronic signature by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

19.0 Title IX and Sexual Misconduct Policy Reporting and Compliance:

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

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

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

WITNESSES:

[Signature]
[Signature]
Jessica Pousson
[Signature]

[Signature] Date 8/7/24
Justin W. Hill, Head Baseball Coach
McNeese State University

[Signature] Date 8/7/24
Heath Schreyer, Director of Athletics
McNeese State University

[Signature] Date 8/8/24
Dr. Wade Rousse, President
McNeese State University

[Signature] Date 8/8/24
Laura Bowers, Executive Director
McNeese Foundation

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

_____, 20____.

SECRETARY - Board of Supervisors