

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

ATHLETIC COMMITTEE

October 24, 2024

Item H.7. **University of Louisiana at Lafayette's** request for approval of a contract with Ms. Alyson Habetz, Head Softball Coach, effective July 11, 2024.

EXECUTIVE SUMMARY

Under the proposed agreement effective through June 30, 2029, Coach's annual salary is \$140,000. In addition, the University may provide Coach with an annual automobile allowance of \$3,000 if a vehicle is not provided by a dealership, an annual cell phone allowance of \$960, and 20 tickets to each home game.

Achievement Compensation shall be paid from the University of Louisiana at Lafayette Foundation accounts in the greater of:

- Academic Achievement Compensation. A payment of \$5,000 upon the happening of the following event which occurs earliest in any year of this Contract, if at all, provided that University has been notified that the Softball Program's cumulative Academic Performance Report (APR) average is above 930:
 - The Softball Program earns an annual academic grade point average of 3.0 or above during the fall semester of any year of this Contract, as reported to the Conference; or
 - The Softball Program earns an annual academic grade point average of 3.0 or above during the spring semester of any year of this Contract, as reported to the Conference; or
 - The graduation success rate of the Softball Program as reported by the NCAA exceeds 80%.
- Performance Achievement Compensation. In addition to any payment set forth in Academic Achievement Compensation, Coach shall receive all of the following which may apply:
 - A payment of \$10,000 if one of the following occurs:
 - The Softball team wins or co-wins the regular season Softball Conference Championship; or

- The Softball team wins or co-wins the Softball Conference Tournament; or
 - The Softball team plays in an NCAA Softball Tournament Regional.
- In addition to the payment set forth above, a payment of \$5,000 if the Softball team wins or co-wins both the regular season Softball Conference Championship and the Softball Conference Tournament.
- In addition to any payment set forth above, a payment of the greater of:
 - \$10,000 if the Softball team plays in an NCAA Softball Tournament Super Regional; or
 - One monthly installment of Coach's then-current base salary if the Softball team plays in the NCAA Women's College World Series; or
 - \$50,000 if the Softball team wins the NCAA Women's College World Series.
- Coaching Recognition Achievement Compensation. In addition to any payment set forth in Academic Achievement Compensation and Performance Achievement Compensation, Coach shall receive all of the following which may apply:
 - \$5,000 if Coach is named Coach of the Year by the Sun Belt Conference;
 - \$5,000 if Coach is named Coach of the Year by the Louisiana Sports Writers Association; and
 - \$10,000 if Coach is named the National Coach of the Year.

If the University terminates this contract without just cause prior to the expiration of its term, Coach shall receive a payment equivalent to 50% of the Base Salary remaining to be paid under the unexpired term of this contract. Such liquidated damages payment shall be issued from funds provided by the Foundation.

If Coach terminates the Contract, Coach or a third party shall pay to Foundation a liquidated damages payment of \$60,000.

The University and the University of Louisiana at Lafayette Foundation each has an agreement with the Coach.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Lafayette's request for approval of a contract with Ms. Alyson Habetz, Head Softball Coach, effective July 11, 2024.



October 3, 2024

Mr. Richard J. "Rick" Gallot, Jr., J.D.
President and CEO
University of Louisiana System
1201 North Third Street, Suite 7-300
Baton Rouge, LA 70802

Dear President Gallot:

This is to request approval of the attached contract between the University of Louisiana at Lafayette and Ms. Alyson Habetz, Head Softball Coach. Additionally, the UL Lafayette Foundation document which accompanies the agreement is being submitted for approval.

Please place this item on the agenda for the October 2024 meeting of the Board of Supervisors.

Sincerely,

A handwritten signature in blue ink, appearing to read "E. Savoie".

E. Joseph Savoie
President

SVC
Attachment

**CONTRACT FOR EMPLOYMENT
HEAD SOFTBALL COACH**

**STATE OF LOUISIANA
PARISH OF LAFAYETTE**

THIS CONTRACT FOR EMPLOYMENT (“Contract”) is made and effective the 11th day of July, 2024 (“Effective Date”), by and between the BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM (“Board”), a public constitutional corporation organized and existing under the laws of the State of Louisiana, acting herein on behalf of the UNIVERSITY OF LOUISIANA AT LAFAYETTE (“University”), represented herein by Dr. E. Joseph Savoie, the duly authorized University President (“President”); and ALYSON HABETZ (“Coach”). The Board and Coach may be collectively referred to herein as the “parties” and each may be referred to individually as a “party.” This Contract is subject to the approval of the Board; therefore, the terms and conditions set forth in this Contract shall be considered a valid contract only upon execution by the parties and written approval by the Board.

WITNESSETH

WHEREAS, Coach has heretofore been employed by University as Head Coach of University’s Softball Program (the “Softball Program”); and

WHEREAS, University desires to continue to employ Coach as Head Coach of the Softball Program, and Coach desires to continue to be employed by University, but pursuant to a written contract for employment;

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

1. **Employment.** University hereby employs Coach as Head Coach of its Softball Program, and Coach hereby agrees to and accepts such employment. Coach shall be responsible to, and shall report directly to, University’s Vice President for Intercollegiate Athletics (“VPIA”). Coach shall also be under the general supervision of President.
2. **Term.**
 - a. **Initial Term.** This Contract’s term shall be deemed to have commenced on the Effective Date and shall continue in effect for an initial term of five (5) years, terminating on June 30, 2029 (“Term”).
 - b. **Extension by Agreement.** In addition, the parties may mutually agree in writing to extend this Contract for one (1) additional year for each year VPIA or VPIA’s designee determines Coach has met all annual performance targets after an annual evaluation as set forth in Section 12 herein.
 - c. **Renewal.** This Contract is renewable solely at the option of University and subject to approval by Board and Coach; however, if, after expiration of the Initial Term and any

extensions thereof, University continues to accept Coach's services as Head Softball Coach without execution of a new contract or an amendment to extend the term of this Contract, Coach's employment as Head Softball Coach shall be on a month-to-month employment-at-will basis.

3. **Duties and Responsibilities.** Coach shall manage and supervise the Softball Program and shall perform such other duties in the University athletic program as VPIA and/or President may reasonably assign so long as such duties are generally consistent with those duties typically performed by Division I head Softball coaches. Specifically, Coach shall:
- a. Faithfully and conscientiously perform the duties of Head Softball Coach which are expressly assigned and/or inherent in such position.
 - b. Lead, direct, manage, promote, and supervise the Softball Program and its personnel in an effective manner to achieve the goals and objectives for the Softball Program as established by VPIA in consultation with Coach.
 - c. Appear at media events and other public appearances at such times as University may reasonably designate, provided such appearances shall not unreasonably conflict with Coach's primary duties as Head Softball Coach.
 - d. Maintain the high moral and ethical standards commonly expected of Coach as a highly visible representative of University by nonexclusively:
 - i. Carrying herself in a professional and sportsman-like manner as expected of a highly visible representative of University, whose conduct, both on and off the field, affects the reputation of University, the viability of its athletic programs and contracts, and the well-being of its student-athletes;
 - ii. Avoiding profane or insulting behavior directed towards student-athletes, spectators, and members of the media;
 - iii. Refraining from any conduct that would offend prevailing social values and reflect negatively on University's reputation; and
 - iv. Avoiding any business or professional activities or pursuits that will conflict with her performance of her duties or will otherwise interfere with University's interest.
 - e. Staff the Softball Program with individuals who strengthen and promote University's educational and ethical mission and standards.
 - f. Utilize best efforts to ensure Softball's student-athletes conduct themselves in a manner reflecting a positive image for University at all times during their tenure as participants in University's athletic programs.
 - g. Adhere to and promote University's standards for the academic performance of its student-athletes in her recruitment, supervision, and coaching of the student-athlete members of the Softball Program.

- h. Lead public relations programs for the Softball Program and develop campus and community support for the Softball Team.
- i. Maintain effective relations with governing boards, associations, conferences, and University's alumni, students, faculty, and staff.
- j. Participate in fundraising efforts with private donors, corporate sponsors, and others for the benefit of the Softball Program as reasonably requested by University and the University of Louisiana at Lafayette Foundation ("Foundation").
- k. Create an environment in which admissions, financial aid, academic eligibility, and recruiting will be conducted properly.
- l. Comply with all federal and state laws, as well as all policies, rules, regulations, and interpretations of University, Board, the NCAA, and the Conference, as now constituted or as may be amended during the Term hereof, including:
 - i. Understanding and observing NCAA Regulation 11.1.1.1, providing "[a]n institution's head coach is presumed to be responsible for the actions of all institutional staff members who report, directly or indirectly, to the head coach. An institution's head coach shall promote an atmosphere of compliance within his or her program and shall monitor the activities of all institutional staff members involved with the program who report, directly or indirectly, to the coach";
 - ii. Implementing education and monitoring programs to ensure all persons under Coach's supervision (including without limitation, assistant Softball coaches, student-athlete members of the Softball team, graduate assistants, and Softball operations staff members) comply with the aforesaid laws, policies, rules, regulations, and interpretations; and
 - iii. Immediately informing University's Compliance Officer of any suspected violation and assisting with the investigation and reporting thereof.
- m. Ensure the Softball Program complies with all applicable state and federal laws and University and Board policies concerning intercollegiate athletics, including, without limitation, Title IX of the Educational Amendments of 1972, 20 U.S.C. § 1681 *et seq.*, the Americans with Disabilities Act, 42 U.S.C. § 12101, *et seq.*, and all state and federal non-discrimination laws.
- n. Promote University's commitment to equal opportunity and affirmative action in personnel actions.
- o. Adhere to and carry out other directives and responsibilities as may be given by VPIA and/or President from time to time.

4. **Base Salary.**

- a. In consideration for the services of Coach and satisfactory performance of the conditions of this Contract, University agrees to pay Coach an annual Base Salary of One Hundred Forty Thousand Dollars and NO/100 (\$140,000.00), payable in equal monthly installments of Eleven Thousand and Six Hundred and Sixty-Six Dollars and 67/100 (\$11,666.67) on the last day of each month. The compensation paid shall be subject to the same payroll deductions that apply to University's non-academic administrative employees. All salary payments shall be subject to withholding and other applicable taxes. Coach shall receive all applicable State of Louisiana authorized general salary increases for which she is eligible. Any such increases are incorporated herein by reference to the same extent as if this Contract was amended to incorporate same.
- b. In the event that this Contract is extended through June 30, 2030, pursuant to Section 2(b), above, Coach's Base Salary for the period of July 1, 2029 to June 30, 2030, shall not be less than Coach's Base Salary for the Term.

5. **General Benefits.** Coach shall be entitled to standard fringe benefits that are provided to full-time employees generally on the same basis as offered University-wide. Employment benefits shall be calculated in accordance with state and federal guidelines.

6. **Additional Benefits.** University shall also pay to Coach the following additional benefits:

- a. **Automobile Allowance.** Either (i) use of an automobile provided by an automobile dealership or (ii) an annual automobile allowance in the amount of Six Thousand Dollars and NO/100 (\$6,000.00), paid in equal monthly installments of Five Hundred Dollars and NO/100 (\$500.00).
- b. **Cellular Telephone Allowance.** A cellular telephone allowance of Eighty Dollars and NO/100 (\$80.00) per month.
- c. **Home Game Tickets.** Twenty (20) tickets to each home Softball game.

7. **Achievement Compensation.**

- a. **Head Coach Achievement Compensation.** During Coach's employment as Head Softball Coach, University shall pay to Coach, through funds provided by the Foundation from its Unrestricted Athletic Foundation Accounts to be used at University's discretion in compliance with Foundation's exempt purpose, the following Achievement Compensation in recognition of her efforts in contributing to the occurrence of the following achievements:
 - i. **Academic Achievement Compensation.** A payment of Five Thousand Dollars and NO/100 (\$5,000.00) upon the happening of the following event which occurs earliest in any year of this Contract, if at all, provided that University has been notified that the Softball Team's cumulative Academic Performance Report (APR) average is above 930:

1. The Softball Program earns an annual academic grade point average of 3.0 or above during the fall semester of any year of this Contract, as reported to the Conference; or
 2. The Softball Program earns an annual academic grade point average of 3.0 or above during the spring semester of any year of this Contract, as reported to the Conference; or
 3. The graduation success rate of the Softball Program as reported by the NCAA exceeds eighty percent (80%).
- ii. **Performance Achievement Compensation.** In addition to any payment set forth in Section 7(a)(i), Coach shall receive:
1. A payment of Ten Thousand Dollars and NO/100 (\$10,000.00) if one (1) of the following occurs:
 - a. The Softball team wins or co-wins the regular season Softball Conference Championship; or
 - b. The Softball team wins or co-wins the Softball Conference Tournament; or
 - c. The Softball team plays in an NCAA Softball Tournament Regional.
 2. In addition to the payment set forth in Section 7(a)(i) and 7(a)(ii)(1), above, a payment of Five Thousand Dollars and NO/100 (\$5,000.00) if the Softball team wins or co-wins both the regular season Softball Conference Championship and the Softball Conference Tournament.
 3. In addition to any payment set forth in 7(a)(i) and 7(a)(ii)(1) and (2), above, a payment of the greater of:
 - a. Ten Thousand Dollars and NO/100 (\$10,000.00) if the Softball team plays in an NCAA Softball Tournament Super Regional; or
 - b. One (1) monthly installment of Coach's then-current base salary if the Softball team plays in the NCAA Women's College World Series; or
 - c. Fifty Thousand Dollars and NO/100 (\$50,000.00) if the Softball team wins the NCAA Women's College World Series.
- iii. **Coaching Recognition Achievement Compensation.** In addition to any payment set forth in Sections 7(a)(i) and 7(a)(ii), Coach shall receive all of the following which may apply:

1. Five Thousand Dollars and NO/100 (\$5,000.00) if Coach is named Coach of the Year by the Sun Belt Conference;
 2. Five Thousand Dollars and NO/100 (\$5,000.00) if Coach is named Coach of the Year by the Louisiana Sports Writers Association; and
 3. Ten Thousand Dollars and NO/100 (\$10,000.00) if Coach is named the National Coach of the Year.
- b. All Achievement Compensation which may be paid pursuant to this Section 7 shall be deemed to have been earned on the date of the event or occurrence prompting the supplemental compensation payment; payable within thirty (30) days following the event or occurrence prompting the Achievement Compensation payment; and subject to standard federal and state withholdings.
- c. Notwithstanding the foregoing, no coach (including Coach and/or any Softball Assistant) shall be entitled to any unpaid Achievement Compensation for any year during which said coach has been suspended by University, or during which University has terminated the coach's employment as a coach for cause.
8. **Softball Program Staff.** University will allow Coach to select and retain, subject to the approval of VP/IA and President, three (3) full-time, paid Assistant Softball Coaches and one (1) full-time, paid Chief of Staff (collectively, "Softball Program Staff") as follows:
- a. **Softball Program Staff Salary Pool.** University shall provide a Softball Program Staff salary pool of no less than Three Hundred Thousand and NO/100 (\$300,000.00) each calendar year. The amounts paid to each individual Softball Program Staff member will be determined by the Coach, subject to the approval of the President.
 - b. **Softball Program Staff Achievement Compensation.** University acknowledges the Softball Program Staff will contribute valuably to the occurrence of the Softball Program's achievements. In recognition of such contributions, University shall pay Softball Program Staff, through funds provided by the Foundation from its Unrestricted Athletic Funds to be used at University's discretion in compliance with Foundation's exempt purpose, an Achievement Compensation payment equal to twenty-five percent (25%) of all Achievement Compensation payments issued to Coach during the Softball Program Staffs' employment. Any Softball Program Staff Achievement Compensation shall be issued separately from and in addition to any Head Coach Achievement Compensation owed to Coach.
 - i. All Achievement Compensation which may be paid pursuant to Section 8 shall be deemed to have been earned upon the occurrence of the achievement and/or event that the Achievement Compensation is conditioned on; payable within thirty (30) days following the occurrence of the achievement and/or event that the Achievement Compensation is conditioned on; and subject to standard federal and state withholdings.
 - ii. Notwithstanding the foregoing, no coach (including Coach and/or any Softball Program Staff member) shall be entitled to any unpaid Achievement

Compensation for any year during which said coach has been suspended by University, or during which University has terminated the coach's employment as a coach for cause.

9. Compliance with Law, Policy, and Regulations.

- a. Coach agrees to provide her services consistent with the terms and conditions of this Contract, the laws of the United States of America, and any applicable state law including the Louisiana Code of Governmental Ethics; the policies, guidelines, and requirements of University and the Board; and the constitution, bylaws, rules, regulations, and interpretations of the NCAA and Conference. Coach shall not violate any civil law, including but not limited to Title IX of the Educational Amendments of 1972, 20 U.S.C. § 1681 *et seq.* and the Americans with Disabilities Act, 42 U.S.C. § 12101, *et seq.*, or any criminal law of any state or federal government. Failure to comply with this Section may result in suspension and/or termination of Coach's employment as Head Softball Coach, or termination of this Contract.
- b. Pursuant to NCAA Bylaw 11.2.1, Coach understands that she 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 for examples of full cooperation). Coach hereby stipulates that if she is found to be in violation of NCAA regulations, she shall be subject to disciplinary or corrective action as set forth in the NCAA infractions process (see NCAA Bylaw 19), including suspension without pay or, or in the event of a Level 1 or Level 2 violation, termination of employment.

10. Outside Income. Coach may earn income and revenue from outside sources while employed by University upon approval from President and in accord with University and Board policies. Coach shall report annually in writing to President all athletically-related income and/or benefits he 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. Any outside compensation activities shall be considered independent of Coach's University employment; University shall have no responsibility for any claims arising therefrom. Examples of outside income and/or benefits include, without limitation, income or benefits from (1) endorsement or consultation contracts with apparel companies, equipment manufacturers, or television or radio programs; (2) ownership, control, or management of a foundation, organization, or other entity; and (3) participation in athletic camps outside of those offered by University (see NCAA Bylaw 11.2.2.).

11. Outside Employment. Coach agrees that she shall not, personally or through any agent, actively seek, interview, negotiate for, or accept other employment of any nature during the term of this Contract without first having obtained consent from President through VPIA.

12. Endorsement/Personal Gain. Coach agrees that she shall not, directly or by implication, use University's name or logos in the endorsement of commercial products or services nor shall she use her employee standing as Head Softball Coach for personal benefit or gain without prior written approval from President and compliance with Board and University policies. This prohibition includes, but is not limited to, soliciting, accepting, and/or receiving private

employment, consultation, gifts, gratuities, speaking engagements, endorsements of commercial products, positions on advisory boards (including those of athletic sporting goods companies, etc.), or a fee based upon any contracts and purchase of goods and services for the Softball Program. Any violation of this provision may be considered a conflict of interest and grounds for termination for cause.

- 13. Evaluation.** VPIA or VPIA's designee shall evaluate Coach annually prior to July 1 of each year of this Contract to determine whether Coach has, in the sole discretion of VPIA or VPIA's designee, achieved annual performance targets which shall be communicated to Coach prior to each Softball season and from time to time as VPIA or VPIA's designee deems reasonably necessary and warranted.

14. Termination by University.

a. Without Cause.

- i. University may terminate this Contract without cause in the sole and absolute discretion of President. Prior to the termination of this Contract, University will obtain approval from the President of the University of Louisiana System. In such event, Coach shall receive liquidated damages equivalent to fifty percent (50%) of the Base Salary remaining to be paid under the unexpired term of this Contract. Neither University nor the Foundation shall have any other obligations to Coach whatsoever for any other benefits or supplemental compensation other than payment of amounts already earned at the time of termination but not yet paid. University may, at its sole option, issue such liquidated damages in either a single lump sum within sixty (60) days of the date of termination, or in equal monthly installments through the remaining term of this Contract. All liquidated damages payable pursuant to this Section 14(a)(i) shall be issued from funds provided by the Foundation from its Unrestricted Athletic Foundation Accounts to be used in University's discretion in compliance with Foundation's exempt purpose.
- ii. In the event of a termination described in Section 14(a)(i), Coach shall actively seek employment commensurate with her education and experience. Subject to the dual employment laws of Louisiana, any University obligation described in Section 14(a)(i) shall be offset and reduced on a monthly basis by any gross income, Base Salary, wages, talent fees, consulting fees, honoraria, independent contractor fees, or other income of any kind whatsoever ("Gross Compensation") Coach may receive from any employer, including any business entity owned or controlled by Coach, or in which Coach has an interest as a result of employment as a head coach, assistant coach, or administrator, either at a college/university or with a professional sports organization (a "Subsequent Position"), regardless of whether Coach receives such Gross Compensation personally or through any business entity.
- iii. Within fourteen (14) days after accepting any Subsequent Position, Coach shall furnish to University notice of said employment, including the terms of her employment, start date, compensation, and substantiating documents such as

contracts, appointment forms, etc. Coach shall notify University of any changes in her income within fourteen (14) days of such change, including receipt of any additional compensation in the form of bonuses, raises, etc. Coach shall provide University with a copy of her W-2, 1099, or other verifiable documentation of her income for the prior year no later than February 15th of each year. If necessary, adjustments to monthly payments for the upcoming year shall be made based on said documentation. If Coach breaches any and/or all of these obligations, University shall, within thirty (30) days of such breach, provide Coach with written demand to cure such breach within ten (10) days and provide documentary proof of exigent circumstances which clearly demonstrates a reasonable excuse for such breach. If Coach fails to do so, University's obligation pursuant to Section 14(a)(i) shall cease.

- iv. Payment of liquidated damages under this Section 14(a) shall constitute a full release of any claims Coach might otherwise assert against Board, University, the Foundation, or any of their officers, board members, representatives, agents or employees as of the date of termination. In consideration of such liquidated damages, Coach shall, and does hereby, release and discharge Board, University, and the Foundation, their officers, board members, representatives, agents, and employees, from and against any liability of any nature whatsoever related to or arising out of this Contract and Coach's employment at University as of the date of termination, including, but not limited to, any and all claims arising under or relating to any federal or state constitutions, laws, regulations, or other provision of law.

b. For Just Cause.

- i. University may terminate this Contract for just cause, including but not limited to:
 - 1. Failure to comply with this Contract;
 - 2. Deliberate or persistent failure or refusal to perform duties and responsibilities to best of Coach's ability;
 - 3. Failure to comply with a lawful directive from VPIA or President, or other insubordination;
 - 4. Serious or intentional violation by Coach of any applicable law, rule, regulation, policy, or guideline, issued by any state or federal government agency, the Board, the Conference, the NCAA, and/or any other governing body, that, in sole judgment of VPIA or President, reflects adversely upon University or presents a conflict of interest between University and Coach;
 - 5. Condoning, failing to prevent, and/or failing to report any Softball Program member's violation of any applicable law, rule, regulation, policy, or guideline, issued by any state or federal government agency, the Board, the Conference, the NCAA, or any other governing body,

provided Coach knew or reasonably should have known of such violation;

6. Failure to cooperate with University, Conference, and/or the NCAA in the investigation of alleged violations of Conference or NCAA regulations;
 7. Prolonged absence from University without University's consent;
 8. Poor evaluation by VPIA not corrected within a reasonable period of time, as determined by University, following notice to Coach; and
 9. Failure to administer the Softball Program in conformity with sound fiscal management practices, including, but not limited to, failure to abide by applicable rules and/or regulations of University or Board.
- ii. In the event of a termination under this Section for just cause, Coach shall not be entitled to receive any compensation, benefits, or any other amount from University or the Foundation beyond the date of termination.
 - iii. Coach and University acknowledge that it is not the desire or the intention of University that Coach's employment be terminable for minor, technical, or otherwise insignificant acts of misconduct by Coach, or for minor, technical, or otherwise insignificant University regulations or NCAA or Conference violations which do not entail the risk of Level I or Level II institutional penalties. Prior to termination for cause, University shall provide Coach with a reasonable opportunity to remedy and/or correct any grounds for termination for cause, unless, in University's reasonable discretion, the grounds for such a termination warrant immediate termination.
- c. **Sole Remedy.** Coach agrees her sole and exclusive remedy, if any, against Board, University, and/or the Foundation in the event of termination of this Contract by University for any reason shall be in accordance with the provisions set forth in this Section. In no event shall Board, University, or Foundation be liable for direct, indirect, special, incidental, or consequential damages.

15. Termination by Coach. Coach recognizes her promise to work for University for the entire term of this Contract is the essence of this Contract. Coach also recognizes University's highly valuable investment in Coach's continued employment would be lost if Coach resigns or otherwise terminates her employment with University prior to the expiration of this Contract. Accordingly, should Coach terminate this Contract at any time prior to the expiration of its Term:

- a. All obligations of University and Foundation for any compensation and/or other benefits to Coach shall cease as of the date of termination, notwithstanding any compensation or incentive 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.

- b. Coach shall pay, or cause a third party to pay, to Foundation within sixty (60) days of the date of notice of termination a liquidated damages payment of Sixty Thousand Dollars and NO/100 (\$60,000.00).
- c. For a period of one (1) year after the date of termination, Coach shall not contact or otherwise seek to recruit any high school junior or senior, or rising junior college athlete, whom University has contacted and/or recruited, unless any new institution employing Coach had contacted or recruited such athlete prior to Coach's acceptance of employment with such institution. The obligations created herein shall survive the termination of this Contract and shall continue in full force and effect.

16. Automatic Termination. This Contract shall automatically terminate upon Coach's death or substantial physical or mental incapacity lasting in excess of ninety (90) days which cannot reasonably be accommodated by University and interferes with Coach's ability to perform the essential functions and duties as Softball Coach. In the event of an automatic termination under this Section, neither Coach nor Coach's estate, heirs, legatees, or successors shall be entitled to receive any unaccrued compensation, benefits, or any other amount from University or the Foundation.

17. Force Majeure; Pay Reduction, Layoff, or Furlough.

- a. "Force Majeure Event" shall mean any event beyond the control of a party, including, but not limited to: labor disputes, strike, riot, vandalism, sabotage, terrorist act, war (whether declared or undeclared), inclement weather, flood (whether naturally occurring or manmade), tidal surge or tsunami, landslide, earthquake, fire (whether naturally occurring or manmade), explosion, power shortage or outage, fuel shortage, embargo, congestion or service failure, epidemic, pandemic, or government regulation, proclamation, order, or action, including that of the Conference or the NCAA.
- b. If a Force Majeure Event occurs and, as a result, three (3) or more tournaments of a single Softball season are cancelled, University reserves the right to layoff, furlough or to temporarily reduce Coach's Base Salary (subject to University of Louisiana System policy FS-III.XVI.E-1). University also reserves the right to implement a layoff, furlough, or reduction in Base Salary when deemed necessary by the VPIA to respond to significant University financial considerations or budget constraints and as provided for by University policy, action of the President, or University of Louisiana System policy. In any such event, University will work with Coach to facilitate access by Coach to any University, state, or federal benefits programs for the provision of health benefits and unemployment compensation. University's obligations under Sections 4, 6, and 7 shall be suspended during a layoff or furlough period implemented under this Section 17. Coach shall not be entitled to benefits under Section 5 during a layoff or furlough period implemented under this Section 17; except that such benefits entitlement shall continue if and only to the extent required by state or federal law or University of Louisiana System policy.

18. Title IX, Sexual Harassment and Other Prohibited Sexual Conduct Policy, Non-Discrimination Policy Reporting and Compliance.

- a. Coach shall promptly report to the University's Title IX Coordinator/EEO Investigator or Deputy Title IX Coordinator any Known Violation(s) of the University's Sexual Harassment and Other Prohibited Sexual Conduct Policy, the University's Non-Discrimination Policy, the University of Louisiana System's Sexual Misconduct Policy, or the University of Louisiana System's Prohibiting Workplace Harassment and Discrimination Policy (including, but not limited to sexual harassment, sexual assault, sexual exploitation, domestic violence and stalking, discrimination, or discriminatory harassment on the basis of national origin, age (40 years old or older), religion, sex (including pregnancy, gender identity, and transgender status), sexual orientation, disability, genetic information, veteran or military status, or retirement status in admission to, access to, treatment in, or employment in its programs and activities as required by Title VI and Title VII of the Civil Rights Act of 1964) that involve any student, faculty, or staff or that is in connection with a University-sponsored activity or event. Any emergency shall be immediately reported to 911 or law enforcement. For purposes of this Contract, a "Known Violation" shall mean a violation or an allegation of a violation of Title IX, the University's Sexual Harassment and Other Prohibited Sexual Conduct Policy, the University of Louisiana System's Sexual Misconduct Policy, Title VI or Title VII of the Civil Rights Act of 1964, the University's Non-Discrimination Policy, or the University of Louisiana System's Prohibiting Workplace Harassment and Discrimination Policy that Coach is aware of or has reasonable cause to believe is taking place or may have taken place.
- b. University may terminate this Contract for cause pursuant Section 14(b) of this Contract for any determined violation by Coach for failure to report a Known Violation.

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

- a. With prior approval of VPIA, President, and University's Vice President for Administration and Finance, which approval shall not be unreasonably withheld, Coach may organize and direct University-Sponsored Softball camps and clinics on University Softball facilities. Coach shall operate all such camps and clinics under the supervision and authority of University. Coach must receive written approval from the Vice President for Administration and Finance before Coach may manage and/or distribute revenue generated from such camps and clinics. Any such management and distribution shall comply with all applicable NCAA, University, and Board regulations, policies, and procedures, and shall remain subject to the supervision of the Vice President for Administration and Finance.

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

responsible and/or liable for any camp/clinic activities. The camp/clinic is responsible for any and all activities.”

- vii. Prior to the start of any Coach-Operated Camp, Coach and University shall enter into an agreement indemnifying and holding harmless the University from any activity associated with the Coach-Operated Camp.
- viii. Prior to the start of any Coach-Operated Camp, Coach shall obtain a properly executed release, indemnification, and hold harmless agreement in favor of University from each participant. University shall prescribe the form of the agreement to Coach.

20. Acknowledgement. The parties specifically agree that the obligations assumed herein relate only to obligations regarding payment and there is no guarantee or promise of continued employment for Coach at University whether as Head Softball Coach or in any other employment capacity.

21. Miscellaneous.

- a. Coach shall be entitled to utilize the applicable University grievance procedure in place at the time in the event of a University decision which Coach reasonably believes has adversely affected the terms and/or conditions of Coach’s employment, including a termination by University pursuant to Section 14(b) of this Contract. The procedure currently in place for this situation is the University’s Grievance Procedure for Non-Faculty Unclassified Personnel (Policy Document VI).
- b. This Contract supersedes all other agreements between the parties, contains all the terms between the parties, and may be amended only in writing, signed and agreed to by both parties, and approved by Board.
- c. This Contract and all claims or disputes arising out of or relating to this Contract shall be exclusively governed by and interpreted in accordance with the laws of the State of Louisiana, without regard to conflicts of law principles.
- d. In the event that any dispute arises between the parties concerning any breach of this Contract, the party alleging a breach by the other must provide written notice to the other describing in detail the alleged breach and allow a sixty-day (60-day) period to cure such breach prior to initiating legal action.
- e. Any and all claims or disputes arising out of or relating to this Contract shall be brought in a court of competent jurisdiction located in the Parish of Lafayette, State of Louisiana. The prevailing party in any judicial determination shall be entitled to recover attorney’s fees in addition to any other relief awarded by the Court.
- f. If any provision of this Contract shall be adjudicated void, invalid, unenforceable, or illegal for any reason, it shall be ineffective only to the extent of such determination and the validity and enforceability of all the remaining provisions shall not be affected thereby.

- g. Coach agrees as a condition of her employment to abide by the Drug Free Workplace Act of 1988 and to notify University's Office of Human Resources of any criminal drug conviction for a violation occurring in the workplace as soon as he is made aware of the conviction and no later than five (5) days after such conviction. (Note this is a requirement of federal law for all institutions receiving federal funds.)
 - h. University may cancel this Contract at any time upon thirty (30) days' notice without further obligation due to lack of funding, or a determination by its governing board to eliminate the athletics program for lack of funds, or a decision to discontinue the athletics program made in accordance with University policy and procedures.
 - i. Coach shall be responsible for any and all income tax liabilities, interest, and/or penalties related to any benefits he receives pursuant to this Contract.
 - j. The parties agree and understand the terms of this Contract are subject to its recommendation by President and contingent upon approval of Board.
 - k. No delay or failure to enforce any provision of this Contract by University shall constitute a waiver or limitation of rights enforceable under this Contract.
 - l. Coach acknowledges she has read and understands the foregoing provisions of this Contract; she has been afforded and has exercised the opportunity to consult with personal legal counsel; the provisions are reasonable and enforceable; and he agrees to abide by this Contract and the terms and conditions set forth herein.
 - m. This Agreement may be executed in one or more counterparts, each of which individually shall be deemed original but all of which together shall constitute one and the same document. An electronic (e.g., Portable Document Format or PDF) copy of the original signature of the representative of a party shall have the same validity as an original signature for the purpose of this Agreement.
 - n. In accordance with La. R.S. 9:2605B(1) and (2), the parties hereto each agree that this transaction may be conducted by electronic means; and electronic signatures of the parties to this Agreement shall be acceptable and satisfactory for all legal purposes, as authorized by the Louisiana Uniform Electronic Transactions Act, La. R.S. 9:2601 through 9:2621.
- 22. Notices.** Any notice required herein shall be provided in writing, and shall be delivered by personal delivery; a nationally-recognized overnight delivery service; or U.S. registered, certified, or first class mail to such party. Any such notice shall be deemed to have been given either at the time of personal delivery; the day after it is transmitted to a nationally-recognized overnight delivery service; or in the case of mail, as of three (3) days after it is mailed.

Unless hereinafter changed via written notice to Coach, any notice to University shall be sent to:

University Designee:

Dr. E. Joseph Savoie, President
University of Louisiana at Lafayette
P.O. Box 41008
Lafayette, LA 70504-1008

With copy to:

Dr. Bryan Maggard, VPIA
University of Louisiana at Lafayette
201 Reinhardt Drive
Lafayette, LA 70506

Unless hereinafter changed via written notice to University, any notice to Coach shall be sent to:

Coach:

Alyson Habetz
201 Reinhardt Drive
Lafayette, LA 70506

[Remainder of page intentionally left blank. Signature page follows.]

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

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

Alyson Habetz, Coach

DocuSigned by:

Joseph Savoie

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

9/24/2024

Date

Signed by:

Alyson Habetz

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9/26/2024

Date

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

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

**ANCILLARY AGREEMENT TO
CONTRACT FOR EMPLOYMENT
HEAD SOFTBALL COACH**

STATE OF LOUISIANA

PARISH OF LAFAYETTE

This is an Ancillary Agreement between the Board of Supervisors for the University of Louisiana System ("Board"), a public constitutional corporation organized and existing under the laws of the State of Louisiana, acting herein on behalf of the University of Louisiana at Lafayette ("University"), represented herein by Dr. E. Joseph Savoie, the duly authorized University President ("President"); the University of Louisiana at Lafayette Foundation (the "Foundation"); and Alyson Habetz ("Coach").

The Foundation desires to assist and aid University in the employment of Coach for the position of Head Softball Coach. To that end, the Foundation accepts and agrees to bind itself for the limited obligations of the Foundation set forth in Sections 7, 8, and 14 of the Contract of Employment for Head Softball Coach ("Contract"). Any and all sums the Foundation owes pursuant to such agreement shall be paid from Unrestricted Athletic Foundation Accounts. Foundation joins in this Ancillary Agreement for the limited obligations of the Foundation set forth in Sections 7, 8, and 14. No other terms of the Contract shall obligate or bind the Foundation.

The Foundation and Coach hereby acknowledge that they have been provided a copy of the Contract. This Ancillary Agreement may be executed in any number of counterparts, all of which together shall constitute one and the same agreement. In accordance with La. R.S. 9:2605B(1) and (2), the parties hereto each agree that this transaction may be conducted by electronic means; and electronic signatures of the parties to this Agreement shall be acceptable and satisfactory for all legal purposes, as authorized by the Louisiana Uniform Electronic Transactions Act, La. R.S. 9:2601 through 9:2621.

Entered into this 11th day of July, 2024.

DocuSigned by:
Joseph Savoie 9/24/2024
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Board of Supervisors of the Date
University of Louisiana System
By: Dr. E. Joseph Savoie

Signed by:
Alyson Habetz 9/26/2024
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Alyson Habetz Date

DocuSigned by:
Bryan Hanks 9/26/2024
37D54100A727492...

University of Louisiana at Lafayette Date
Foundation
By: Bryan Hanks, Chairman

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

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

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

ATHLETIC COMMITTEE

October 24, 2024

Item H.8. **University of Louisiana at Monroe's** request for approval of a contract with Ms. Baylee Young, Beach Volleyball Head Coach, effective July 29, 2024.

EXECUTIVE SUMMARY

This agreement expires June 20, 2027. During this term, Coach will receive a monthly cell phone allowance of \$45 to be paid by ULM and a base annual salary from the University in the amount of \$55,000 for the term of the contract, payable on a bi-weekly basis.

The ULM Athletic Foundation will pay Coach for the following accomplishments, if the Beach Volleyball Team is not subject to APR penalties which result in a loss of scholarships at the time the incentives are reached:

- (a) \$5,000 for regular season SBC Championship
- (b) \$5,000 if the Team wins SBC Tournament Championship
- (c) \$5,000 if the Team receives at-large NCAA Tournament Bid
- (d) \$10,000 if the Team wins NCAA Championship
- (e) \$2,500 if Coach is named SBC Coach of the Year
- (f) \$1,000 if the Team's annual APR is 950 or above

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

In the event the Coach terminates the contract without cause to become a head beach volleyball coach, the University shall be entitled to a sum equivalent to three months of current base salary.

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Monroe's request for approval of a contract of employment for Ms. Baylee Young, Beach Volleyball Head Coach, effective July 29, 2024.



Office of the President

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

October 1, 2024

President Rick Gallot
University of Louisiana System
1201 Third Street, 7-300
Baton Rouge, LA 70802

Dear President Gallot:

Pursuant to the Board of Supervisors' policy, I am requesting the consideration and approval of the new Contract of Employment for Baylee Young, Beach Volley Head Coach, at the University of Louisiana Monroe.

Thank you for your consideration.

Sincerely,

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

**CONTRACT OF EMPLOYMENT
BAYLEE YOUNG – BEACH VOLLEYBALL HEAD COACH**

STATE OF LOUISIANA

PARISH OF OUACHITA

This agreement is made and entered into as of the 29th day of July, 2024, between the **University of Louisiana at Monroe** (hereinafter referred to as “UNIVERSITY”) and through its President, and **Baylee Young** (hereinafter referred to as “COACH”). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System (hereinafter referred to as “Board”), the management board for the University of Louisiana at Monroe, and therefore the terms and conditions set forth in this agreement are not binding upon the parties until approval of the Board is obtained. The ULM Athletic Foundation (hereinafter referred to as “FOUNDATION”) joins this agreement consenting to the obligations incurred by FOUNDATION.

1.0 Employment

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

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

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

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

2.0 Term

2.1 The term of this agreement is for a fixed period commencing on July 29, 2024 and terminating without further notice to COACH on June 30, 2027, unless sooner terminated or extended under the terms of this agreement.

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

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

3.0 Compensation

3.1 In consideration of COACH'S services and satisfactory performance of this agreement, UNIVERSITY shall pay COACH a base annual salary of \$55,000 for the term of this agreement, payable on a bi-weekly basis.

3.2 COACH may be eligible for cost of living or merit pay increases from the University in addition to the stated UNIVERSITY base salary. The COACH is also subject to pay

adjustments according to economic circumstances that affect all employees in the unclassified state service.

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

4.0 Employee Benefits

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

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

5.0 Performance Incentives

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

- (a) \$5,000 for regular season SBC Championship
- (b) \$5,000 if the Team wins SBC Tournament Championship
- (c) \$5,000 if the Team receives at-large NCAA Tournament Bid
- (d) \$10,000 if the Team wins NCAA Championship
- (e) \$2,500 if Coach is named SBC Coach of the Year
- (f) \$1,000 if the Team's annual APR is 950 or above

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

5.3 Any incentive provided in this Section 5.0, if achieved, will only be awarded if the team is not subject to APR penalties which result in loss of scholarships at the time the incentives are reached.

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

6.0 Camps and Clinics

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

6.2 It is specifically agreed that in the operation of such camps, COACH acts for COACH's self in COACH's private capacity and not as an agent or employee of the UNIVERSITY and that this agreement constitutes merely a license to use the property and

facilities subject to UNIVERSITY camp policies/procedures and the conditions hereafter stated.

- (a) Special set-ups or changes in original set-up of facilities will be taken care of by the COACH with no cost to the UNIVERSITY.
- (b) The COACH agrees to pay the UNIVERSITY all out-of-pocket costs incurred by the UNIVERSITY in making the facilities available for the camps.
- (c) The COACH agrees to secure a policy of insurance in a company approved by the UNIVERSITY's Risk Management Office under which the Board of Supervisors of the University of Louisiana System, the UNIVERSITY, its agents and servants, are named as the insured (or as an additional insured) which provides:
 - A. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage if COACH hires any employees to work at such camps or clinics.
 - B. Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
 - C. The policy does not exclude coverage for sexual molestation (for camps involving minor participants).
- (d) Annual leave must be requested to cover the dates of the camp operation for all UNIVERSITY personnel involved.
- (e) Complete records will be maintained regarding income and expenditures associated with said camp and available for verification by UNIVERSITY auditors.
- (f) The COACH agrees to protect, indemnify and save harmless the UNIVERSITY from and against any and all expenses, damages, claims, suits, actions, judgments and costs whatsoever, including reasonable attorney's fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death during the operation of said camp activities. -
- (g) The COACH is an independent contractor during said camp activities and, as such, is licensed to use certain facilities of the UNIVERSITY. The COACH, as a UNIVERSITY employee, will undertake to observe and require campers and its staff to conform to the general rules applicable to the use of UNIVERSITY facilities. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.
- (h) The Director of Intercollegiate Athletics will be the administrative officer of the UNIVERSITY who will be advised by the COACH of any problems or questions

which may arise out of the operation of summer camps.

7.0 Apparel, Equipment Endorsements

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

8.0 Outside Income and /or Benefits

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

9.0 Compliance with Law, Policy and Regulations

9.1 COACH shall abide by the rules and regulations of the NCAA, Conference and UNIVERSITY rules. COACH understands, acknowledges, and agrees that COACH has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case (see Bylaw 19.2.3). COACH hereby stipulates that if

COACH is found to be in violation of NCAA regulations, COACH shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA infractions process (see Bylaw 19), including suspension without pay or termination of employment.

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

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

10.0 Beach Volleyball Staff

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

11.0 Termination

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

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

and ethical standards applicable to Coach as a visible representative of the UNIVERSITY; (iv) constitutes failure by COACH to report to a university administrator (direct supervisor or Athletics Director) in a timely manner (within 24 hours of becoming aware) any conduct known, observed, suspected by and/or reported to COACH that constitutes or may constitute a violation of NCAA regulations, conference rules, and the University's policies and procedures (including, but not limited to, those addressing anti-discrimination, harassment and retaliation); or (v) any determined violation of Title IX of the Education Amendments of 1972 or failure to report a "known violation" its term. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination. The termination date shall be the date on which notice of termination is given, or on such later date as may be set forth by UNIVERSITY in the notice of termination. The judgment as to whether the conduct of COACH constitutes cause under this provision shall not be exercised arbitrarily, capriciously or in a discriminatory manner by the UNIVERSITY. No damages shall be due from UNIVERSITY if termination is for *just cause*. All compensation, including salary, benefits, and other remuneration incidental to employment, cease upon termination.

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

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

a sum equivalent to three (3) months of the current base annual salary, OR reassign COACH to another suitable position at the UNIVERSITY for the remainder of the current fiscal year in lieu of the payout described in this paragraph. If the payout option is chosen by the UNIVERSITY, such funds shall be paid from the current fiscal year funding to COACH in lump sum no later than sixty (60) days from the effective date of termination or, in monthly installments until such amount is paid in full.

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

11.5 In the event COACH terminates the Contract to become a head beach volleyball coach elsewhere, COACH would be liable to the UNIVERSITY for liquidated damages in an amount equivalent to three (3) months of the current base annual salary. The liquidated damages shall be due and payable by COACH not later than sixty (60) days of the date of termination.

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

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

priorities for maintenance of program and services. In the event of such termination, COACH will receive three (3) months notice of termination or three (3) months of the current base annual salary in lieu of such notice. All compensation, including salary, benefits, and other remuneration incidental to employment, cease upon termination.

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

12.0 Severability

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

13.0 Force Majeure

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

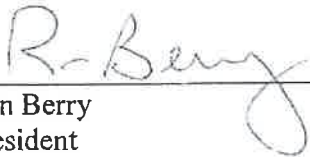
14.0 Entire Agreement

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


THE PARTIES hereto have executed this Agreement on the day, month and year first
above written.

UNIVERSITY OF LOUISIANA MONROE

COACH



Ron Berry
President



Baylee Young
Head Beach Volleyball Coach

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



Adam Cossey
President

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

Rick Gallot
President
University of Louisiana System

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

ATHLETIC COMMITTEE

October 24, 2024

Item H.9. **University of Louisiana at Monroe's** request for approval of a contract with Mr. Bryant Vincent, Head Football Coach, effective December 6, 2023.

EXECUTIVE SUMMARY

This agreement expires December 31, 2028. During this term, Coach will receive a monthly cell phone allowance of \$45 to be paid by ULM; twelve tickets per home football game and four tickets to all other ULM home athletic competitions; and a base annual salary from the University payable on a bi-weekly basis for the term of the contract as follows:

<u>Term</u>	<u>Base Annual Salary</u>
12/6/2023 through 12/31/2024	\$600,000
1/1/2025 through 12/31/2025	\$625,000
1/1/2026 through 12/31/2026	\$650,000
1/1/2027 through 12/31/2027	\$675,000
1/1/2028 through 12/31/2028	\$700,000

The ULM Athletic Foundation, Inc. will provide to Coach a \$1,000 per month vehicle allowance; and (2) access to the Bayou Desiard Country Club.

The Foundation will also pay Coach for the following accomplishments in recognition of exemplary performance and additional work required for post-season competition and events and since such additional work generally results in an influx to the Foundation:

- (a) \$50,000 for six plus wins and bowl invitation
- (b) \$10,000 per win over six in one season
- (c) \$25,000 for Sunbelt Conference Championship Game appearance
- (d) \$50,000 for Sunbelt Conference Championship Game win
- (e) \$100,000 for CFP appearance
- (f) \$10,000 for being named Sunbelt Coach of the Year
- (g) \$25,000 for being named National Coach of the Year
- (h) \$50,000 if Team beats a Power 5 team
- (i) \$25,000 for Top 25 finish (USA Today/AP/ESPN/CFP)

If the University terminates the contract without cause, the Foundation shall pay liquidated damages to Coach in the following amounts, subject to Coach's duty to mitigate his damages:

<u>Contract Year</u>	<u>Amount</u>
YEAR 1	\$1,600,000
YEAR 2	\$1,200,000
YEAR 3	\$800,000
YEAR 4	\$400,000
YEAR 5	\$350,000 or remainder of base salary, whichever is less

If Coach terminates the contract to become an FBS Head Coach, the University shall be entitled to the following payments due and payable in a lump sum within sixty days from the effective date of termination:

<u>Contract Year</u>	<u>Amount</u>
YEAR 1	\$1,600,000
YEAR 2	\$1,200,000
YEAR 3	\$800,000
YEAR 4	\$400,000
YEAR 5	\$0

The University and the ULM Athletic 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 University of Louisiana at Monroe's request for approval of a contract with Mr. Bryant Vincent, Head Football Coach, effective December 6, 2023.*



Office of the President

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

October 3, 2024

President Rick Gallot
University of Louisiana System
1201 Third Street, 7-300
Baton Rouge, LA 70802

Dear President Gallot:

Pursuant to the Board of Supervisors' policy, I am requesting the consideration and approval of the new Contract of Employment for Bryant Vincent, Head Football Coach, at the University of Louisiana Monroe.

Thank you for your consideration.

Sincerely,

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

CONTRACT OF EMPLOYMENT

BRYANT VINCENT, HEAD FOOTBALL COACH

STATE OF LOUISIANA

PARISH OF OUACHITA

This Contract of Employment (herein "Contract") is made and entered into effective as of 3rd day of October, 2024, between the **University of Louisiana at Monroe** (hereinafter referred to as the "University") and through its President, and **Bryant Vincent** (hereinafter referred to as "COACH"). This agreement is subject to the approval of the Board of Supervisors for the University of Louisiana System (hereinafter referred to as "Board"), the management board for the University of Louisiana at Monroe, and therefore the terms and conditions set forth in this agreement are not binding upon the parties until approval of the Board is obtained. The University of Louisiana at Monroe Athletic Foundation, Inc. (hereinafter referred to as the "Foundation") joins in this agreement consenting to the obligations incurred by the Foundation.

1.0 Employment

1.1 The University does hereby employ COACH as Head Football Coach and COACH does hereby accept employment and agrees to perform all of the services pertaining to football which are required of COACH, as well as, other services as may be contemplated hereunder, all as prescribed by the University through its President and Director of Athletics.

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

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

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

1.5 COACH shall be expected to participate in an appropriate number of non-conference "guarantee" football games on an annual basis in order to generate necessary revenue. The number of contests will be determined by mutual consent of both the AD and COACH.

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

1.7 COACH shall be expected to attend a minimum of eight (8) public events per year as scheduled by the AD.

2.0 Term

2.1 The term of this Contract shall be for a fixed period commencing on December 6, 2023, and terminating without further notice to COACH on December 31, 2028, unless terminated sooner in accordance with the terms of this Contract or extended by mutual written agreement of the parties and approved by the Board.

2.2 This Contract is renewable solely upon an offer from the University and 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 the University.

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

2.4 During the term of this agreement, for every winning season (minimum six (6) wins counting a bowl game), one (1) year will be added to the existing contract term.

3.0 University Compensation

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

Term	Base Annual Salary
12/6/2023 through 12/31/2024	\$600,000
1/1/2025 through 12/31/2025	\$625,000
1/1/2026 through 12/31/2026	\$650,000
1/1/2027 through 12/31/2027	\$675,000
1/1/2028 through 12/31/2028	\$700,000

3.2 Incentive Pay. In recognition of exemplary performance and additional work that is required for post-season competition and events and as an incentive for COACH to achieve the goals below, and since such additional work generally results in an influx of private gifts to the University, during the time of employment as head football coach, Coach will have the opportunity to receive an earned incentive payment of \$50,000 for becoming bowl eligible (6 wins) and receiving a bowl invitation. The incentive payment will be paid by the University from the University's athletics auxiliary funds on or before June 30th following the applicable event.

3.2.1 COACH may waive the payment of all or a portion of the incentive pay referenced in Section 3.2 and request that such incentive pay be paid to one or more full- time members of COACH's coaching or athletic support staff provided that no incentive payment may be made to any employee who is the subject of a current disciplinary action or investigation.

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

4.0 Foundation Supplements / Incentive Compensation

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

- (a) \$50,000 for six (6) plus wins and bowl invitation
- (b) \$10,000 per win over six (6) in one season
- (c) \$25,000 for Sunbelt Conference Championship Game appearance
- (d) \$50,000 for Sunbelt Conference Championship Game win
- (e) \$100,000 for CFP appearance
- (f) \$10,000 for being named Sunbelt Coach of the Year
- (g) \$25,000 for being named National Coach of the Year
- (h) \$50,000 if Team beats a P5 team
- (i) \$25,000 for Top 25 finish (USA Today/AP/ESPN/CFP)

4.2 Any supplemental payment earned pursuant to section 4.1 shall be payable within 60 days of earning from the Foundation, solely from the athletic funds held by the Foundation. Supplemental payment made to COACH from the Foundation shall not be considered earned income for the purpose of computation of retirement benefits. No withholdings will be made from these payments, and COACH shall be responsible for all applicable taxes. The Foundation will issue the appropriate informational return to COACH and the Internal Revenue Service and provide a copy to the University.

5.0 Contracts for broadcast and/or telecast

5.1 COACH may host a radio/television show to promote the University's Football Team.

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

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

(b) Long distance phone calls, University supplies, printing, postage, University vehicles, etc., will be utilized on a complete University cost recovery basis.

(c) Complete records will be maintained regarding income and expenditures associated with said television show and available for verification by the University auditors.

(d) The COACH agrees to protect, indemnify and save harmless the University from and against any and all expenses, damages, claims, suits, actions, judgments and costs whatsoever, including reasonable attorney's fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death resulting from said television show.

(e) The COACH is an independent contractor during said 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 AD 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 television show.

5.3 The University shall have exclusive right to contract for program sponsors for commercial endorsements by COACH and to authorize the use of commercials both during the program and at all other times.

5.4 COACH shall not appear on any television, radio or internet program or advertisement not authorized by the University without the prior written approval of the University except routine news media interviews for which no compensation is received. COACH may appear on television, or radio or internet programs not in conflict with

pre-game, post-game or coach's shows with prior written approval of the University, which approval shall not be unreasonably withheld by the University.

6.0 Camps and Clinics

6.1 COACH may operate a camp for the teaching of athletic pursuits on the University's 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 the University's facilities will be determined by the availability of those facilities as established by the University's policy.

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 University's camp policies/procedures and the conditions hereafter stated.

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

A. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage if COACH hires any employees to work at such camps or clinics.

B. Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.

- C. The policy does not exclude coverage for child abuse, neglect and/or endangerment, including sexual molestation (for camps involving minor participants).
- (d) Annual leave must be requested to cover the dates of the camp operation for all University personnel involved.
- (e) Complete records will be maintained regarding income and expenditures associated with said camp and available for verification by the University's 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 AD will be the administrative officer of University who will be advised by COACH of any problems or questions which may arise out of the operation of summer camps.

7.0 Employee Benefits

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

7.2 The University or Foundation as specified below shall provide the following benefits to COACH during the time of COACH's employment in the Head Football Coach position:

(a) \$1,000 per month vehicle allowance to be paid by the Foundation directly to COACH. 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.

(b) Monthly cell phone stipend of \$45 to be paid by the UNIVERSITY and included on the COACH's bi-weekly payroll check.

(c) During the time of COACH'S employment in the Head Football Coach position, the Foundation agrees to provide COACH and one member of his family with access to use the Bayou Desiard Country Club through a membership paid for by Foundation. COACH and family member will be responsible for all charges associated with use of the club, outside of membership dues and capital improvements which will be covered by the Foundation.

(d) For each football season, COACH shall be entitled to a total of 12 tickets per home football game, and 4 tickets to all other ULM home athletic competitions.

8.0 Outside Income-Subject to Compliance with Board Rules

8.1 COACH may receive income, revenue, and benefits from outside sources while employed by the University upon approval from the University's President and in accord with University and Board policies.

8.2 All outside compensation must also comply with the Louisiana Code of Governmental Ethics.

8.3 Any outside compensation activities shall be considered independent of COACH's university employment and the University shall have no responsibility for any claims arising therefrom.

8.4 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 from the University, COACH must report all such income or benefits to the University's President in writing at least annually, by July 1. Examples include, without limitation, income or benefits from (1) endorsement or consultation contracts with apparel companies, equipment manufacturers, or television or radio programs;

(2) ownership, control, or management of a foundation, organization, or other entity; and (3) participation in athletic camps outside of those offered by the University (see NCAA Bylaw 11.2.2.).

9.0 Shoe, Apparel, and/or Equipment Endorsements

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.

10.0 Compliance with NCAA, Conference, UNIVERSITY and BOARD Rules

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

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

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

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

11.0 Football Program Staff

11.1 COACH shall have the authority to select unclassified football personnel (within the established budget) upon authorization by the AD, the University's President, and approval by the Board.

11.2 Salary Pool. Beginning fiscal year 2024-2025 and each fiscal year throughout the term of the agreement, UNIVERSITY will make the following salary pool allocations to the football team program to be distributed by COACH at COACH's discretion. Nothing in this section 11.2 serves to create any rights or entitlement to a certain salary nor salary increase(s) for any University personnel.

- \$1,400,000 for assistant coach salary pool
- \$250,000 for the strength & conditioning staff salary pool
- \$70,000 for the operations staff salary pool

11.3 COACH is expected to supervise football program staff in compliance with NCAA, Conference, and the University's rules and regulations.

12.0 Termination

12.1 Either party may terminate this Contract *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 shall notify the President of the University of Louisiana System.

12.2 COACH may be terminated by the AD at any time *for cause*. Cause for this purpose shall mean any one or more of the following:

- (a) misconduct (such as but not limited to engaging in conduct which: (i) displays a serious disrespect or disregard for the mission of the University; (ii) brings COACH into substantial public disrepute, contempt, scandal, or ridicule sufficient to materially impair COACH's ability to perform the obligations contained herein without material adverse impact on the team or athletic program; (iii) constitutes moral turpitude or breaches the high moral and ethical standards applicable to Coach as a visible representative of the University; or (iv) constitutes failure by COACH to promptly report to a University administrator (including the AD and athletic department compliance officers) any conduct known, observed, suspected by and/or reported to COACH that constitutes or may constitute a violation of NCAA regulations, conference rules, and the University's policies and procedures (including, but not limited to, those addressing anti-discrimination, harassment and retaliation);
- (b) substantial and manifest incompetence;
- (c) violation or gross disregard of state or federal laws, excluding minor traffic offenses;
- (d) deliberate and serious violations of NCAA, conference, or University's rules, regulations, policies or procedures;
- (e) material violation of any provision of this Contract;
- (f) any determined violation of Title IX of the Education Amendments of 1972 or failure to report a "known violation" as required in Subsection 10.3 of this Contract;
or
- (g) any cause adequate to sustain the termination of any other UNIVERSITY employee of COACH'S classification.

12.2.1 In lieu of termination for cause, and apart from any rights it may have under this Section 12.0, the University may impose disciplinary sanctions less severe than termination of COACH, up to and including suspension or leave without pay for any act or omission which would be grounds for termination for cause. Imposition of

such sanctions shall be at the sole discretion of the University.

12.2.2 All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination. The termination date shall be the date on which notice of termination is given, or on such later date as may be set forth by the University in the notice of termination. The judgment as to whether the conduct of COACH constitutes *cause* under this provision shall not be exercised arbitrarily, capriciously or in a discriminatory manner by the University but such decision shall be in the University's sole discretion. No damages shall be due from the University if termination is *for cause*.

12.3 The University may at any time, and in its sole discretion, terminate the employment of COACH for any reason. In the event the University terminates this contract *without cause*, the Foundation shall pay COACH the sums detailed below on a monthly basis over the remaining term of the contract. The COACH shall have the responsibility to make every reasonable effort to mitigate the termination without cause payout by seeking subsequent employment. If the COACH gains employment subsequent to the termination without cause during the term of the original contract, the Foundation shall reduce its annual obligation to COACH by the annual salary COACH earns from the subsequent employment. If the subsequent employment salary amount is equal to or more than the termination without cause obligation, then the Foundation payout obligation ceases effective the first day of the subsequent employment.

CONTRACT YEAR	AMOUNT
YEAR 1	\$1,600,000
YEAR 2	\$1,200,000
YEAR 3	\$800,000
YEAR 4	\$400,000
YEAR 5	\$350,000 or remainder of base salary whichever is less

12.4 In the event that the COACH terminates this Agreement to become employed as a FBS Head Coach, then COACH shall be liable to the University as detailed below. The liquidated damages shall be due and payable in a lump sum within sixty (60) days from the effective date of termination.

CONTRACT YEAR	AMOUNT
YEAR 1	\$1,600,000
YEAR 2	\$1,200,000
YEAR 3	\$800,000
YEAR 4	\$400,000
YEAR 5	\$0

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

12.6 Financial Exigency/ Fiscal Funding. COACH may be terminated at any time due to the financial circumstances in which the University and/or the University of Louisiana System has declaration of financial exigency. Such a termination can be based on consideration of budgetary restrictions, and priorities for maintenance of program and services. In the event of such termination, COACH shall receive the then-current amount applicable to Section 12.3 above, in which the University shall pay COACH six (6) months regular pay and the FOUNDATION shall pay COACH the remaining amount. For purposes of clarification, for example if the University terminates COACH on July 1, 2026 pursuant to this section 12.6, COACH shall receive a total of \$800,000, in which the University shall pay COACH \$325,000 (six (6) months regular pay at the applicable rate pursuant to Section 3.1 above), and the Foundation shall pay COACH the remaining \$475,000. The University and Foundation shall pay COACH the applicable sums on a monthly basis until each entity has paid in full its respective obligation, unless other payment terms are mutually agreed upon by COACH, the University as to its obligation, and the Foundation as to its obligation. All compensation, including salary, benefits, and other remuneration incidental to employment, cease upon termination.

12.7 Upon termination of this Contract by either party for any reason, or suspension of Coach by the University, or Coach being placed on leave without pay, any entitlement to a courtesy automobile or stipend, cell phone or stipend, housing or housing allowance, *etc.*, shall cease immediately upon the occurrence of any such event.

13.0 Fundraising

All fundraising activities of COACH must be pre-approved by the AD, or his/her designee, and coordinated through the University of Louisiana at Monroe Foundation to ensure that such activities are in compliance with the University's policies.

14.0 Severability

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

15.0 Force Majeure

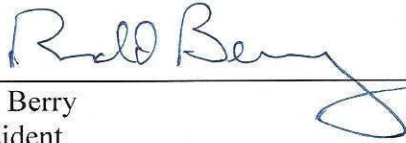
Neither party shall be considered in default performance of his or its obligations under this Agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith,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

16.0 Entire Agreement

This Contract of Employment shall become the agreement between the parties supplanting all previous other oral or written agreements, letters of appointment, and/or memoranda of understanding regarding any of the matters or things provided for or hereinbefore discussed or mentioned.


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

UNIVERSITY OF LOUISIANA MONROE



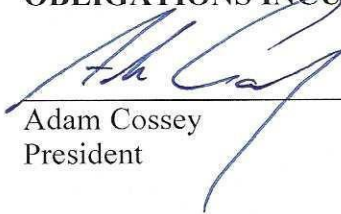
Ron Berry
President

HEAD FOOTBALL COACH



Bryant Vincent
Head Football Coach

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



Adam Cossey
President

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

ATHLETIC COMMITTEE

October 24, 2024

Item H.10. **University of New Orleans'** request for approval of a contract with Mr. Benjamin Hibbert, Head Men's and Women's Cross-Country/Track & Field Coach, effective October 1, 2024.

EXECUTIVE SUMMARY

Under this agreement, through September 30, 2026, Coach will earn \$61,500 annually. In addition, Coach shall also be entitled to the following incentive compensation, funded by the University of New Orleans Foundation:

- When either the Men's or Women's Cross-Country team achieves a one-year APR (Academic Progress Rate) score of 1000 or greater in any academic year of this agreement and is not subject to penalties due to the four-year average score, a \$500 performance incentive will be provided to Coach. This is applicable to each year of the agreement. Should either the Men's or Women's Cross-Country team receive an APR post-season ineligibility penalty during any year of this agreement, this performance incentive provision will be void for the remaining term of the agreement.
- When either the Men's or Women's Track team achieves a one-year APR (Academic Progress Rate) score of 985 or greater in any academic year of this agreement and is not subject to penalties due to the four-year average score, a \$500 performance incentive will be provided to Coach. This is applicable to each year of the agreement. Should the cross-country program receive an APR post-season ineligibility penalty during any year of this agreement, this performance incentive provision will be void for the remaining term of the agreement.
- Conference Individual or Relay Championship (M or W Track): One-time \$2,000
- Conference Team Championship (M or W Cross-Country): \$2,000 per team
- NCAA National Individual Qualifiers (M or W Cross-Country): \$500 per individual
- NCAA National Individual or Relay Qualifiers (M or W Track): \$250 per individual or relay
- NCAA Individual Championship (M or W Cross-Country): \$1,500 per individual

- NCAA Individual or Relay Championship (M or W Track): \$1,500 per individual or relay
- NCAA Team Championship (M or W Cross-Country or Track): \$5,000 and a one-year contract extension
- When the Coach is recognized as Conference Coach of the Year by the Conference itself, Coach will earn one-time performance incentive of \$2,500. This is applicable to each year of the agreement.

If the University terminates the agreement without cause, Coach shall be entitled to liquidated damages equal to 50% of the base salary (excluding supplements) which would have been earned through the end of the contract term, offset by any payments received by Coach from another University or Foundation. The parties agree that any amounts due beyond the current fiscal year shall be funded solely by the Foundation.

In the event Coach terminates this agreement without cause, UNO will be entitled to liquidated damages paid by Coach or new employer of \$10,000.

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves the University of New Orleans' request for approval of a contract with Mr. Benjamin Hibbert, Head Men's and Women's Cross-Country/Track & Field Coach, effective October 1, 2024.

**CONTRACT OF EMPLOYMENT
HEAD COACH, MEN'S & WOMEN'S CROSS COUNTRY / TRACK & FIELD**

STATE OF LOUISIANA

PARISH OF ORLEANS

This agreement is made and entered into on this 1st day of October 2024, between the University of New Orleans through its President, Dr. Kathy Johnson, the University of New Orleans Foundation (hereinafter referred to as the "Foundation") and Benjamin Hibbert 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 the University of New Orleans, and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the Board.

1.0 Employment

1.1 The University of New Orleans (the "University") does hereby employ COACH as Head Coach, Men's & Women's Cross Country / Track & Field and COACH does hereby accept employment and agrees to perform all of the services pertaining to University of New Orleans Athletics which are required of COACH, as well as, other services as may be contemplated hereunder, all as prescribed by the University through its President and Vice President, Athletics and Recreation.

1.2 COACH shall be responsible and shall report directly to 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 University's President.

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

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

2.0 Term

2.1 The term of this agreement is for a fixed period of two (2) years, commencing on the 1st day of October 2024, and terminating without further notice to COACH on the 30th day of September 2026, unless extended under the terms of this agreement.

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

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

3.0 Compensation

3.1 In consideration of COACH'S services and satisfactory performance of this agreement, University shall pay COACH an annual salary of \$61,500, payable on a biweekly basis.

3.2 The COACH is subject to pay adjustments according to economic circumstances that affect all employees in the unclassified state service.

3.3 The University does not guarantee amounts due under this agreement beyond the current year of performance. Should the contract be terminated for any reason amounts due shall be determined in accordance with section 14 below.

4.0 Supplements/Performance Incentives

4.1 During the time of employment as head coach, COACH will have the opportunity to earn the following annual performance incentives. The annual earned performance incentives shall be subject to all mandatory withholdings and are not inclusive of employer matches for retirement and Medicare payments. If earned, the annual performance incentives shall be funded by the Foundation solely from funds donated for the support of the athletic department and held by the Foundation and paid through University payroll. The annual performance incentives are as follows:

4.1.1 Academic Progress

4.1.1.1 When either the Men's Cross-Country team or Women's Cross Country team achieves a one-year APR (Academic Progress Rate) score of 1000 in any academic year of this agreement and is not subject to penalties due to the four-year average score, a Five Hundred Dollar (\$500) in performance incentive will be provided to COACH. This is applicable to each year of the agreement. Should either the Men's Cross-Country team or Women's Cross Country team receive an APR post-season ineligibility penalty during any year of this agreement, this performance incentive provision will be void for the remaining term of the agreement.

4.1.1.2 When either the Men's Track & Field team or Women's Track & Field team achieves a one-year APR (Academic Progress Rate) score of 985 or greater in any academic year of this agreement and is not subject to penalties due to the four-year average score, a Five Hundred Dollar (\$500) in performance incentive will be provided to COACH and a \$250 performance incentive will be provided to the full-time track and field assistant coach. This is applicable to each year of the agreement. Should either the Men's Track and Field or Women's Track and Field team receive an APR post-season ineligibility penalty during any year of this agreement, this performance incentive provision will be void for the remaining term of the agreement.

4.2.2 Athletic Success

4.2.2 Athletic Success

4.2.2.1 When either the Men's Cross-Country team or the Women's Cross Country team wins the conference championship, COACH, will earn a one-time performance incentive of \$2,000 per team championship and the full-time assistant coach will earn a one-time performance incentive of \$2,000 per team championship.

4.2.2.2 When a member of the Men's Track and Field or Women's Track and Field team wins a conference individual or relay championship, COACH will earn a one-time performance incentive of \$2,000 per individual championship. This is applicable to each year of the agreement.

4.2.2.3 When a member of the Men's Cross Country or Women's Cross Country team qualifies for the NCAA National Championship, COACH will earn a one-time performance incentive of \$500 per individual and the full-time assistant coach will earn a one-time performance incentive of \$500 per individual. This is applicable to each year of the agreement.

4.2.2.4 When a member or relay team of the Men's Track and Field or Women's Track & Field team qualifies for the NCAA National Championship, COACH will earn a one-time performance incentive of \$250 per individual and the full-time assistant coach will earn a one-time performance incentive of \$250 per individual. This is applicable to each year of the agreement.

4.2.2.5 When a member of the Men's Cross Country or Women's Cross Country team wins a NCAA Individual Championship, COACH will earn a one-time performance incentive of \$1,500 per individual and the full-time assistant coach will earn a one-time performance incentive of \$250 per individual or relay team. This is applicable to each year of the agreement.

4.2.2.6 When a member of the Men's Track and Field or Women's Track and Field team wins a NCAA Individual or a relay team wins a NCAA National Championship, COACH will earn a one-time performance incentive of \$1,500 per individual or relay team and each full-time assistant coach will earn a one-time performance incentive of \$750 per individual or relay team. This is applicable to each year of the agreement.

4.2.2.7 When a member of the Men's Cross Country or Women's Cross Country team wins a NCAA Individual Championship, COACH will earn a one-time performance incentive of \$2,500 per individual. This is applicable to each year of the agreement.

4.2.2.7 When either the Men's Cross-Country team or Women's Cross Country, Men's Track & Field, or Women's Track & Field win the NCAA Team Championship, COACH, will earn a one-time performance incentive of \$5,000 per team championship and will receive a one-year extension to this contract.

The full-time assistant coach will earn a one-time performance incentive of \$1,000 per team championship. This is applicable to each year of the agreement.

4.2.3 Professional Recognition

4.2.3.1 When the COACH is recognized as Conference Coach of the Year by the Conference itself, COACH will earn a one-time performance incentive of \$2,500. This is applicable to each year of the agreement.

5.0 Contracts for Broadcasts and/or Endorsements

5.1 The University retains all endorsement and multi-media rights, including television, radio, internet, print, etc., on behalf of COACH and the Men's & Women's Cross Country / Track & Field team. COACH may not enter into any agreement for professional or personal endorsement of a product, business, or charitable organization without approval of the Vice President, Athletics and Recreation or the University President.

6.0 Camps and Clinics

6.1 COACH may operate a camp for the teaching of athletic pursuits on University property to the end of better utilization of the facilities and with suitable compensation paid to the University for the use of such facilities unless camps are operated with the primary purpose of generating revenue for the University Men's & Women's Cross Country / Track & Field program. The use of University facilities will be determined by the availability of those facilities as established by University policy. COACH may operate and receive additional compensation for camps/clinics as outlined in the athletic department's policy regulating camps and clinics. Should COACH operate a University-sponsored camp for the primary benefit of the University Men's & Women's Cross Country / Track & Field program, the following shall apply

6.1.1 All revenues from university camps/clinics will be deposited into COACH's University camp budget. After all expenses are met, COACH may be compensated up to the amount of surplus remaining in the account, or use the profits to pay assistant coaches, supplement his University Men's & Women's Cross Country / Track & Field operating budget, or a combination of the three, at coach's discretion.

6.1.2 Camps operated through the University camp budget will not be subject to facility fees; however, all camps will be assessed a per camper administration fee by Department of Athletics through the UNO Foundation.

6.1.3 Conducting camps and clinics is considered a part of COACH's job description related to promoting the University and the athletics department; thus, neither COACH nor assistant coaches will not be required to take leave while conducting camps run through the University camp budget.

6.1.4 COACH's camp budget will be charged for a personal injury insurance policy approved by the University for camp/clinic participants.

6.2 If camps are operated as a private event, it is specifically agreed that in the operation of such camps, COACH acts for himself in his private capacity and not as an agent or employee of the University and that this agreement constitutes merely a license to use the property and facilities subject to the conditions hereafter stated.

6.2.1 Special set-ups or changes in the original set-up of facilities will be taken care of by the COACH with no cost to the University.

6.2.2 The COACH agrees to pay the University all out-of-pocket costs incurred by the University in making the facilities available for the camps.

6.2.3 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:

6.2.4 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. Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.

6.2.5 Annual leave must be requested to cover the dates of the camp operation for all University personnel involved.

6.2.6 Complete records will be maintained regarding income and expenditures associated with said camp and available for verification by University auditors.

6.2.7 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.

6.2.8 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.

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

7.0 Employee Benefits

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

8.0 Outside Income-Subject to Compliance with Board Rules

8.1 The COACH shall be authorized to earn other revenue while employed by the University, but such activities are independent of his University employment and the University shall have no responsibility for any claims arising therefrom. COACH shall be entitled to retain revenue generated from his operation of camps and/or 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.

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 retain all endorsements rights on behalf of COACH. COACH shall not endorse or serve as a spokesperson for a business, product, service, charitable organization without prior approval from the Vice President, Athletics and Recreation. Should the COACH be authorized by the University, the University shall receive and then pay to COACH any funds for which he is responsible in obtaining for the University through 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 Coaching Staff

10.1 COACH shall have the authority to select a coaching staff comprised of unclassified personnel upon authorization by the Director of Athletics and approval by the Board of Supervisors for the University of Louisiana System.

10.2 COACH shall have an assistant coach salary pool of \$45,000 for one (1) Full-Time Equivalent position and an additional \$10,00 for part-time position(s).

11.0 Compliance with NCAA, Conference and University Rules

11.1 COACH shall abide by the rules and regulations of the NCAA, Conference & University rules. If found in violation of NCAA regulations, COACH shall be subject to disciplinary or

corrective action as set forth in the NCAA enforcement procedures (NCAA Constitution 11.2.1). COACH may be suspended for a period, without pay, or the employment of COACH may be terminated if COACH is found to be involved in deliberate and serious violations of NCAA, Conference and University regulations (NCAA Constitution 11.2.1).

11.2 COACH and Employer acknowledge and agree that 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.

12.0 Title IX Sexual Misconduct Policy Reporting and Compliance

12.1 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 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.

13.0 Morality

13.1 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

13.2 COACH shall also abide by the State of Louisiana Code of Government Ethics, University Policy and Regulations, and the policies and regulations of the University of Louisiana System. In public appearances, he/she shall always 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.

14.0 Termination

14.1 Either party may terminate this agreement without just cause prior to the expiration of its terms by giving thirty (30) days written notice to the other party. Prior to termination of COACH, University will obtain approval from the University of Louisiana System President.

14.2 COACH may be terminated by the Director of Athletics at any time for misconduct, substantial and manifest incompetence, violation, or gross disregard of state or federal laws, and deliberate and serious violations of NCAA, conference, or university rules, regulations, policies, or procedures. 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 shall be due if termination is for just cause.

14.3 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.

14.4 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, the COACH shall be entitled to liquidated damages equal to 50% of the base salary which would have been earned through the end of the contract term. This amount will be offset by compensation received by COACH from another NCAA university or university Foundation.

Amounts due for the year which come due during the University's current fiscal year ending June 30 shall be paid by the University. The remaining amounts for liquidated damages due from the Foundation, which come due beyond the current University fiscal year, shall be funded solely from funds donated for the support of the athletic department and held by the Foundation. COACH will be paid in regular semi-monthly installments through the completion of the contract. COACH will make every effort to mitigate these damages through the pursuit of employment. Should the COACH secure employment prior to the completion of the payments required under this agreement, University and UNOF are only obligated to pay the difference between COACH's new salary and contracted annual salary at the University of New Orleans.

In the event COACH terminates this agreement without cause, UNO will be entitled to liquidated damages paid by COACH or new employer of \$10,000. The liquidated damages shall be due and payable in a lump sum within sixty (60) days of the date of termination.

14.5 COACH may be terminated at any time due to the financial circumstances in which the University and/or the University of Louisiana System has made a declaration of financial exigency.

Such a termination can be based on consideration of budgetary restrictions, and priorities for maintenance of program and services. In the event of such termination, COACH will receive six (6) months' notice of termination or six (6) months regular salary in lieu of such notice. All compensation, including salary, benefits, supplemental compensation, and other remuneration incidental to employment, cease upon termination of employment.

15.0 Fundraising

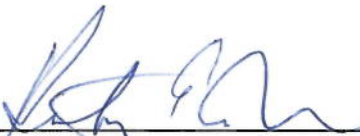
All fundraising activities by COACH must be pre-approved by the Director of Athletics, or his/her designee, to ensure that such activities are in compliance with University policies. DIRECTOR may require COACH to participate in department fundraising initiatives and/or maintain a fundraising goal specific to his sport.

16.0 Severability


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

17.0 Force Majeure

No 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.



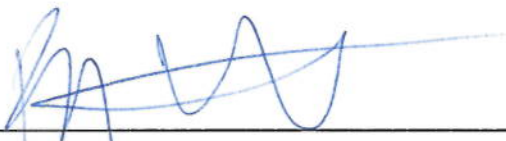
PRESIDENT, UNIVERSITY OF NEW ORLEANS



PRESIDENT, UNIVERSITY OF NEW ORLEANS FOUNDATION



INTERIM DIRECTOR OF ATHLETICS UNIVERSITY OF NEW
ORLEANS



HEAD COACH, UNIVERSITY OF NEW ORLEANS

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

PRESIDENT - ULS

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

ATHLETIC COMMITTEE

October 24, 2024

Item H.11. **University of New Orleans'** request for approval of a contract with Mr. Jeff Lorio, Head Men's Golf Coach, effective September 1, 2024.

EXECUTIVE SUMMARY

Under this agreement, through June 30, 2026, Coach will earn \$55,500 annually. In addition to the salary, Coach shall also be entitled to the following incentive compensation, funded by the University of New Orleans Foundation:

- When the Men's Golf team achieves a one-year APR (Academic Progress Rate) score of 980 or greater in any academic year of this agreement and is not subject to penalties due to the four-year average score, a \$500 performance incentive will be provided to Coach. This is applicable to each year of the agreement. Should the Golf program receive an APR post-season ineligibility penalty during any year of this agreement, this performance incentive provision will be void for the remaining term of the agreement.
- Regular Season Tournament Win: \$1,000 per tournament win
- Conference Tournament Championship: \$2,500
- NCAA First Round and any other subsequent Regional Round win: \$1,500 per round
- NCAA National Championship: \$10,000
- When the Coach is recognized as Conference Coach of the Year by the Conference itself, Coach will earn one-time performance incentive of \$2,500. This is applicable to each year of the agreement.

If the University terminates the agreement without cause, Coach shall be entitled to liquidated damages equal to 50% of the base salary (excluding supplements) which would have been earned through the end of the contract term and any performance incentives earned as of the date of termination. The parties agree that any amounts due beyond the current fiscal year shall be funded solely by the Foundation.

In the event Coach terminates this agreement without cause, University will be entitled to liquidated damages paid by Coach or new employer equal to \$5,000.

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves the University of New Orleans' request for approval of a contract with Mr. Jeff Lorio, Head Men's Golf Coach, effective September 1, 2024.

CONTRACT OF EMPLOYMENT
JEFF LORIO, HEAD COACH, MEN'S GOLF

H.11.

STATE OF LOUISIANA

PARISH OF ORLEANS

This Agreement ("Agreement") is made and entered into on this 24th day of September 2024, between the University of New Orleans ("University") through its President, Or. Kathy Johnson, the University of New Orleans Foundation ("Foundation") and Jeff Lorio ("COACH"). This Agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System ("Board"), the management board for the University of New Orleans, and therefore the terms and conditions set forth in this Agreement should not be considered a valid contract until approval is provided by the Board.

1.0 Employment

- 1.1 University does hereby employ COACH as Head Coach, Men's Golf and COACH does hereby accept employment and agrees to perform all of the services pertaining to University of New Orleans Athletics which are required of COACH, as well as, other services as may be contemplated hereunder, all as prescribed by the University through its President and Vice President, Athletics & Recreation ("Director").
- 1.2 COACH shall be responsible, and shall report, directly to 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 University's President.
- 1.3 COACH shall manage and supervise the team and shall perform such other duties in University's athletic program as the Director may assign.
- 1.4 COACH agrees to represent University positively in public and private forums and shall not engage in conduct that reflects adversely on University or its athletic programs.

2.0 Term

- 2.1 The term of this Agreement is for a fixed period of two (2) years, commencing on the 1st day of September, 2024, and terminating without further notice to COACH on the 30th day of June, 2026, unless extended under the terms of this Agreement.
- 2.2 This Agreement is renewable solely upon an offer from University and acceptance by COACH, both of which must be in writing, signed by the parties, and approved by the Board. This Agreement in no way grants COACH a claim to tenure in employment, nor

shall COACH'S service pursuant to this Agreement count in anyway toward tenure at University.

- 2.3 This Agreement may be amended or extended at anytime during the period of this Agreement by mutual signed agreement of both parties and approved by the Board.

3.0 Compensation

- 3.1 In consideration of COACH's services and satisfactory performance of this Agreement, University shall pay COACH an annual salary of \$55,500 payable on a biweekly basis.
- 3.2 The COACH is subject to pay adjustments according to economic circumstances that affect all employees in the unclassified state service.
- 3.3 The University does not guarantee amounts due under this Agreement beyond the current year of performance. Should the contract be terminated for any reason amounts due shall be determined in accordance with section 14 below.

4.0 Supplements/ Performance Incentives

- 4.1 During the time of employment as head coach, COACH will have the opportunity to receive the following earned salary supplements. The annual supplements shall be subject to all mandatory withholdings and are inclusive of employer matches for retirement and Medicare payments. Annual salary supplements will be paid in one lump sum within sixty (60) days of the conclusion of each season during the term of the agreement.
- 4.2 During the time of employment as head coach, COACH will have the opportunity to earn the following annual performance incentives. The annual earned performance incentives shall be subject to all mandatory withholdings and are not inclusive of employer matches for retirement and Medicare payments. If earned, the annual performance incentives shall be funded by the Foundation solely from funds donated for the support of the athletic department and held by the Foundation and paid through University payroll. The annual performance incentives are as follows:

4.2.1 Academic Progress

- 4.2.1.1 When the men's golf team achieves a one-year APR (Academic Progress Rate) score of 980 or greater in any academic year of this Agreement and is not subject to penalties due to the four-year average score, a Five Hundred Dollar (\$500) performance incentive will be provided to COACH. This is applicable to each year of the Agreement. Should the

team receive an APR post-season ineligibility penalty during any year of this Agreement, this performance incentive provision will be void for the remaining term of the Agreement.

4.2.2 Athletic Success

4.2.2.1 COACH will earn performance incentive(s) in the amount stated when the below incentive(s) are reached. This is applicable to each year of the Agreement.

- Regular season tournament win: \$1,000 per tournament win
- Conference Tournament Championship: \$2,500
- NCAA First Round & Any Subsequent Round Win: \$1,500
- NCAA National Championship: \$10,000

4.2.3 Professional Recognition

4.2.3.1 When the COACH is recognized as Conference Coach of the Year by the Conference itself, COACH will earn one-time performance incentive of \$2,500. This is applicable to each year of the Agreement.

5.0 Contracts for Broadcasts and/or Endorsements

5.1 The University retains all endorsement and multi-media rights, including television, radio, internet, print, etc., on behalf of COACH and the men's golf team. COACH may not enter into any agreement for professional or personal endorsement of a product, business or charitable organization without approval of the Director or the University President.

6.0 Camps and Clinics

6.1 COACH may operate a camp for the teaching of athletic pursuits on University property to the end of better utilization of the facilities and with suitable compensation paid to the University for the use of such facilities unless camps are operated with the primary purpose of generating revenue for the University men's golf program. The use of University facilities will be determined by the availability of those facilities as established by University policy. COACH may operate and receive additional compensation for camps/clinics as outlined in the athletic department's policy regulating camps and clinics. Should COACH operate a University-sponsored camp for the primary benefit of the University men's golf program, the following shall apply:

6.1.1 All revenues from University camps/clinics will be deposited into COACH's University camp budget. After all expenses are met, COACH may be

compensated up to the amount of surplus remaining in the account, or use the profits to pay assistant coaches, supplement the University men's golf operating budget, or a combination of the three, at COACH's discretion.

- 6.1.2 Camps operated through the University camp budget will not be subject to facility fees; however, all camps will be assessed a per camper administration fee by Department of Athletics through the Foundation.
 - 6.1.3 Conducting camps and clinics is considered a part of COACH's job description related to promoting the University and the athletics department; thus, neither COACH nor assistant coaches will not be required to take leave while conducting camps run through the University camp budget.
 - 6.1.4 COACH's camp budget will be charged for a personal Injury insurance policy approved by the University for camp/clinic participants.
- 6.2 If camps are operated as a private event, it is specifically agreed that in the operation of such camps, COACH acts for himself in his private capacity and not as an agent or employee of the University and that this Agreement constitutes merely a license to use the property and facilities subject to the conditions hereafter stated.
- 6.2.1 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.
 - 6.2.2 The COACH agrees to pay the University all out-of-pocket costs incurred by the University in making the facilities available for the camps.
 - 6.2.3 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, the Foundation, its agents and servants, are named as the insured (or as an additional insured) which provides:
 - 6.2.3.1 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. Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
 - 6.2.4 Annual leave must be requested to cover the dates of the camp operation for all University personnel involved.

- 6.2.5 Complete records will be maintained regarding income and expenditures associated with said camp and available for verification by University auditors.
- 6.2.6 The COACH agrees to protect, indemnify and save harmless the University and the Foundation and its employees, agents and servants 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.
- 6.2.7 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.
- 6.3 The Vice President of Athletics & Recreation 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 camps.

7.0 Employee Benefits

- 7.1 COACH shall participate in the mandatory benefit plan and be eligible for optional employee plans as would any other University unclassified employee. 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 The COACH shall be authorized to earn other revenue while employed by the University, but such activities are independent of his University employment and the University shall have no responsibility for any claims arising therefrom. COACH shall be entitled to retain revenue generated from his operation of camps and/or 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.
- 8.2 Notwithstanding the above or anything else herein to the contrary, if COACH receives athletically related income or benefits totaling more than \$500 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 retain all endorsements rights on behalf of COACH. COACH shall not endorse or serve as a spokesperson for a business, product, service, charitable organization without prior approval from the Director. Should the COACH be authorized by the University, the University shall receive and then pay to COACH any funds for which he is responsible in obtaining for the University through 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 Coaching Staff

- 10.1 COACH shall have the authority to select a coaching staff comprised of unclassified personnel upon authorization by the Vice President of Athletics and Recreation and approval by the Board.

11.0 Compliance with NCAA, Conference and University Rules

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

12.0 Title IX Sexual Misconduct Policy Reporting and Compliance

- 12.1 COACH shall promptly report to the University's Title IX Coordinator or Deputy Title IX Coordinator any Known Violation(s) of Title IX, the University's Policy Prohibiting Power Based Violence and Sexual Misconduct or the Board of Regents, State of Louisiana Uniform Policy on Power Based Violence (including, but not limited to sexual harassment, sexual assault, sexual exploitation, domestic violence and stalking) that involved 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, the University's Policy Prohibiting Power Based Violence and Sexual Misconduct and/or Board of Regents, State of Louisiana Uniform Policy on Power Based Violence that COACH is aware of or has reasonable cause to believe is taking place or may have taken place.

13.0 Morality

- 13.1 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
- 13.2 COACH shall also abide by the State of Louisiana Code of Government Ethics, University Policy and Regulations, and the policies and regulations of the University of Louisiana System. In public appearances, he shall at all times conduct himself in a manner that befits a University official and shall always attempt to create goodwill and a good image for the University.

14.0 Termination

- 14.1 Either party may terminate this Agreement without just cause prior to the expiration of its terms by giving thirty (30) days written notice to the other party. Prior to termination of COACH, University will obtain approval from the University of Louisiana System President.
- 14.2 COACH may be terminated by the Director at any time for misconduct, substantial and manifest incompetence, violation or gross disregard of state or federal laws, and deliberate and serious violations of NCAA, conference, or University rules, regulations, policies or procedures. In the event of such termination, COACH will receive thirty (30) calendar days notice of termination or thirty (30) calendar days 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 shall be due if termination is for just cause.

- 14.3 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) University of New Orleans Policy Prohibiting Power Based Violence and Sexual Misconduct; or
- (3) Board of Regents, State of Louisiana Uniform Policy on Power Based Violence.

- 14.4 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, the COACH shall be entitled to liquidated damages equal to 50% of the base salary (excluding supplements) which would have been earned through the end of the contract term and any performance incentives earned as of the date of termination.

Amounts due for the year which come due during the University's current fiscal year ending June 30 shall be paid by the University. The remaining amounts for liquidated damages due from the Foundation, which come due beyond the current University fiscal year, shall be funded solely from funds donated for the support of the athletic department and held by the Foundation. COACH will be paid in regular semi-monthly installments through the completion of the contract. COACH will make every effort to mitigate these damages through the pursuit of employment. Should the COACH secure employment prior to the completion of the payments required under this Agreement, University and Foundation are only obligated to pay the difference between COACH's new salary and contracted annual salary at the University of New Orleans.

In the event COACH terminates this Agreement without cause, University will be entitled to liquidated damages paid by COACH or new employer equal to \$5,000. The liquidated damages shall be due and payable in a lump sum within sixty (60) days of the date of termination.

- 14.5 COACH may be terminated at any time due to the financial circumstances in which the University and/or the University of Louisiana System has made a declaration of financial exigency.

Such a termination can be based on consideration of budgetary restrictions, and priorities for maintenance of program and services. In the event of such termination, COACH will receive six

(6) months' notice of termination or six (6) months regular salary in lieu of such notice. All compensation, including salary, benefits, supplemental compensation and other remuneration incidental to employment, cease upon termination of employment.

15.0 Fundraising

- 15.1 All fundraising activities by COACH must be pre-approved by the Director, or his/her designee, to ensure that such activities are in compliance with University policies. Director may require COACH to participate in department fundraising initiatives and/or maintain a fundraising goal specific to his sport.

16.0 Severability

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

17.0 Force Majeure

- 17.1 No party shall be considered in default performance of his/her or its obligations under this Agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil commotion, strike, lockout, epidemic, accident, fire, wind or flood or any requirements of law, or an act of God.



PRESIDENT, UNIVERSITY OF NEW ORLEANS



PRESIDENT, UNIVERSITY OF NEW ORLEANS FOUNDATION



INTERIM DIRECTOR OF ATHLETICS UNIVERSITY OF NEW
ORLEANS



HEAD COACH, UNIVERSITY OF NEW ORLEANS

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

PRESIDENT - ULS

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

ATHLETIC COMMITTEE

October 24, 2024

Item H.12. **University of New Orleans'** request for approval of a contract amendment with Mr. Tim Duncan, Vice President of Athletics and Recreation, effective September 1, 2024.

EXECUTIVE SUMMARY

The University requests to amend this contract that commenced on October 1, 2021, and set to expire on October 30, 2026. The Amendment provides for modification of the early termination without cause by the employee.

The current provision (Section 14.4) of the contract provides for the Vice President of Athletics and Recreation to pay liquidated damages in the amount of twenty-five percent should he terminate the contract early without cause. This Amendment revises provision (Section 14.4) to provide for him paying liquidated damages in the amount of \$25,000, payable in lump sum within ninety days of termination. All other terms and conditions in the October 1, 2021 remain the same.

Separate from the Amendment, but in connection with, the University of New Orleans has been offered a one-game guarantee contract in the amount of \$100,000 with the University of Memphis to play its Men's Basketball team during the 2025-26 basketball season.

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 the University of New Orleans' request for approval of a contract amendment with Mr. Tim Duncan, Vice President of Athletics and Recreation, effective September 1, 2024.

FIRST AMENDMENT TO CONTRACT OF EMPLOYMENT

TIM DUNCAN, VICE PRESIDENT OF ATHLETICS AND RECREATION

STATE OF LOUISIANA

PARISH OF ORLEANS

WHEREAS, The Contract of Employment (“Contract”) of Tim Duncan was entered into on the 1st day of October 2021, between the University of New Orleans through its President and Tim Duncan, collectively the (“Parties”).

WHEREAS, The Parties desire to Amend the Contract, particularly paragraph 14.4 providing termination by Tim Duncan,

WHEREAS, The Contract provides for the following provision in Paragraph 14.4

14.4 The University may at any time, and its sole discretion, terminate employment of Duncan for any reason. In the event the University terminates the Contract, without cause, the DUNCAN shall be entitled to liquidated damages equal to 50% of the base salary (excluding supplements) which would have been earned through the end of the Contract term and any performance incentives earned as of the date of termination.

Amounts due for the year which come due during the University’s current fiscal year ending June 30 shall be paid by the University. The remaining amounts for liquidated damages due from the Foundation, which come due beyond the current University fiscal year, shall be funded solely from funds donated for the support of the athletic department and held by the Foundation. DUNCAN will make every effort to mitigate these damages through pursuit of employment. Should the DUNCAN secure employment prior to the completion of the payments required under this agreement, University and UNOF are only obligated to pay the difference between DUNCAN’s new salary and contracted annual salary at the University of New Orleans.

In the event DUNCAN terminates this agreement without cause, UNO will be entitled to liquidated damages paid by DUNCAN or new employer of equal to twenty-five percent (25%) of the remaining payments through the end of the term. The liquidated damages shall be due and payable in a lump sum within ninety (90) days of the date of termination.

WHEREAS, The Parties desire this amendment will be effective upon Board of Supervisors of the University of Louisiana on September 1, 2024, upon approval.

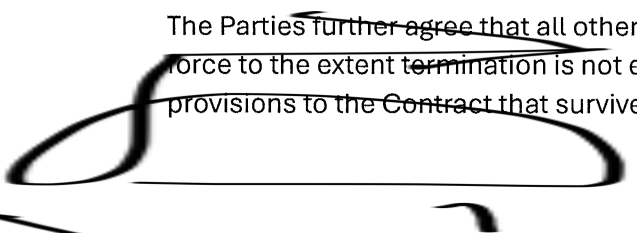
NOW THEREFORE THE PARTIES AGREE to the following amendment of paragraph 14.4:

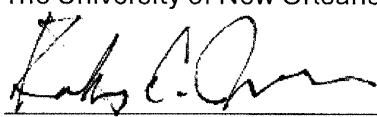
14.4 The University may at any time, and its sole discretion, terminate employment of Duncan for any reason. In the event the University terminates the Contract, without cause, the DUNCAN shall be entitled to liquidated damages equal to 50% of the base salary (excluding supplements) which would have been earned through the end of the Contract term and any performance incentives earned as of the date of termination.


Amounts due for the year which come due during the University's current fiscal year ending June 30 shall be paid by the University. The remaining amounts for liquidated damages due from the Foundation, which come due beyond the current University fiscal year, shall be funded solely from funds donated for the support of athletic department and held by the Foundation. DUNCAN will make every effort to mitigate these damages through pursuit of employment. Should the DUNCAN secure employment prior to the completion of the payments required under this agreement, University and UNOF are only obligated to pay the difference between DUNCAN's new salary and contracted annual salary at the University of New Orleans.

In the event DUNCAN terminates this agreement without cause, UNO will be entitled to liquidated damages paid by DUNCAN or new employer of equal in the amount of twenty-five thousand (\$25,000.00). The liquidated damages shall be due and payable in a lump sum within ninety (90) days of the date of termination.

The Parties further agree that all other provisions of the Contract remain unchanged and are in full force to the extent termination is not exercised. In the event termination is exercised, any provisions to the Contract that survive termination shall remain in force.



Tim Duncan,
Vice President of Athletics & Recreation
The University of New Orleans

Dr. Kathy Johnson,
President, The University of New Orleans

Anthony Glegorio,
President, University of New Orleans Foundation