

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

ATHLETIC COMMITTEE

June 13, 2024

- Item F.7.** **University of Louisiana at Monroe's** request for approval of an amendment agreement to the contract for Ms. Missy Bilderback, Head Women's Basketball Coach, effective May 23, 2024.

EXECUTIVE SUMMARY

The University is requesting the respective extension and amendments set forth in the original contract dated September 28, 2023, as follows:

- Section 2.1 is amended to extend the current employment contract end date of March 29, 2028 to March 29, 2029.
- Section 3.1 is amended to increase the base annual salary as well as provide for the extension year base annual salary – subsection (f), as follows:

	<u>Original</u>	<u>Increase</u>	<u>Term</u>
(b)	\$170,000	\$190,000	Year 2 (March 30, 2024 – March 29, 2025)
(c)	\$170,000	\$190,000	Year 3 (March 30, 2025 – March 29, 2026)
(d)	\$180,000	\$195,000	Year 4 (March 30, 2026 – March 29, 2027)
(e)	\$180,000	\$200,000	Year 5 (March 30, 2027 – March 29, 2028)
(f)	N/A	\$200,000	Year 6 (March 30, 2028 – March 29, 2029)

- Section 10.2 is amended to increase the women's basketball program fiscal year salary pool from \$220,000 to \$240,000 effective beginning July 1, 2024.
- Section 11.3 is amended to restructure the contract payout terms in the event the University terminates the employment of Coach without cause prior to the expiration of its term, as follows:
 - (a) \$300,000 if termination occurs during Years 2, 3, or 4
 - (b) \$200,000 if termination occurs during Year 5
 - (c) No liquidated damages if termination occurs during Year 6
- Section 11.4 is amended to restructure the contract payout terms in the event the Coach terminates the employment contract to become a head women's basketball coach elsewhere, specifically as follows.

- (a) \$350,000 to leave ULM for a Head Coach job at a Power 4 institution and \$150,000 for any other Division 1 Head Coach job during Years 2 or 3
- (b) \$200,000 to leave ULM for a Head Coach job at a Power 4 institution and \$100,000 for any other Division 1 Head Coach job during Years 4 or 5
- (c) No liquidated damages if termination occurs during Year 6

All other terms and conditions of the original contract remain the same.

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 an amendment agreement to the contract for Ms. Missy Bilderback, Head Women's Basketball Coach, effective May 23, 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

May 23, 2024

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

Dear President Gallot:

Pursuant to Board of Supervisors' policy, I am requesting the consideration and approval of the Extension and Amendment Agreement to the contract of Missy Bilderback, Head Women's Basketball Coach, at the University of Louisiana Monroe.

Thank you for your consideration.

Sincerely,

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

#TAKEFLIGHT

**EXTENSION AND AMENDMENT AGREEMENT TO
CONTRACT OF EMPLOYMENT
HEAD WOMEN'S BASKETBALL COACH – MISSY BILDERBACK**

STATE OF LOUISIANA

PARISH OF OUACHITA

This Extension and Amendment Agreement to Contract of Employment ("Agreement") is made and entered into on this 23rd day of May, 2024, between **University of Louisiana at Monroe**, through its President (hereinafter referred to as the "ULM" or the "University"), and **Missy Bilderback, Head Women's Basketball Coach** (hereinafter referred to as "Coach"), (collectively, the "Parties"). This Agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for the University (hereinafter referred to as "BOARD"), 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. 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 during the extended contract term.

WHEREAS the Parties entered into a Contract of Employment on September 28, 2023 (the "Original Contract" incorporated herein by reference as if fully attached hereto), and

WHEREAS the Parties agree to extend the term of the Original Contract, as well as amend certain sections of the Original Contract as follows, and further agree that all others terms and conditions stated in the Original Contract remain in full force and effect.

1. **Term.** Section 2.1 is amended to extend the contract term until March 29, 2029, terminating on such date without further notice to Coach unless sooner terminated or further extended under the terms and conditions of the Original Contract.

2. **Salary.** Section 3.1 is amended to increase the base annual salary as well as provide for the extension year base annual salary – subsection (f), as follows:

	Original	Increase	Term
(b)	\$170,000	\$190,000	Year 2 (March 30, 2024 – March 29, 2025)
(c)	\$170,000	\$190,000	Year 3 (March 30, 2025 – March 29, 2026)
(d)	\$180,000	\$195,000	Year 4 (March 30, 2026 – March 29, 2027)
(e)	\$180,000	\$200,000	Year 5 (March 30, 2027 – March 29, 2028)
(f)	N/A	\$200,000	Year 6 (March 30, 2028 – March 29, 2029)

3. **Women's Basketball Staff – Salary Pool.** Section 10.2 is amended to increase the women's basketball program fiscal year salary pool from \$220,000 to \$240,000 effective beginning July 1, 2024.


4. **Termination by University.** Section 11.3 is amended to restructure the contract payout terms in the event the University terminates the employment of Coach without cause prior to the expiration of its term.


- (a) \$300,000 if termination occurs during Years 2, 3 or 4
- (b) \$200,000 if termination occurs during Year 5
- (c) No liquidated damages if termination occurs during Year 6

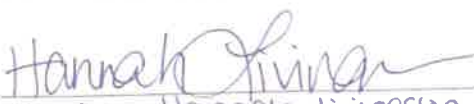
5. **Termination by Coach.** Section 11.4 is amended to restructure the contract payout terms in the event the Coach terminates the employment contract to become a head women's basketball coach elsewhere as specifically provided below.

- (a) \$300,000 to leave ULM for a Head Coach job at a Power 4 institution and \$150,000 for any other Division 1 Head Coach job during Years 2 or 3
- (b) \$200,000 to leave ULM for a Head Coach job at a Power 4 institution and \$100,000 for any other Division 1 Head Coach job during Years 4 or 5
- (c) No liquidated damages if termination occurs during Year 6

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


Dr. Ron Berry
President
University of Louisiana at Monroe


Missy Bilderback
Head Women's Basketball Coach


~~Adam Cossey~~ Hannah Livingston
✓ President
University of Louisiana at Monroe Athletic Foundation,
Inc.

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

Rick Gallot
President and CEO
University of Louisiana System

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

ATHLETIC COMMITTEE

June 13, 2024

Item F.8. **University of Louisiana at Monroe's** request for approval of an amendment to the contract for Ms. Rachel Pollock, Head Women's Golf Coach, effective May 7, 2024.

EXECUTIVE SUMMARY

The University is requesting an amendment, effective May 7, 2024, to Section 5.1 set forth in the original contract, dated April 1, 2023, to restructure the performance incentives as follows:

- \$1,000 - Qualifying for Match Play at Sun Belt Conference (SBC) Tournament
- \$2,000 - Advancing to Match Play Finals at SBC Tournament
- \$2,000 - Winning SBC Tournament
- \$5,000 - At-large NCAA Tournament bid
- \$5,000 - Team Advances to NCAA Finals
- \$5,000 - Team makes Top 8 at NCAA Finals
- \$10,000 - Team wins NCAA Championship
- \$2,500 - SBC Coach of the Year
- \$5,000 - NCAA Coach of the Year
- \$1,000 - Team annual APR is 950 or greater

All other terms and conditions of the original contract remain the same.

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 an amendment to the contract for Ms. Rachel Pollock, Head Women's Golf Coach, effective May 7, 2024.



Office of the President

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May 23, 2024

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

Dear President Gallot:

Pursuant to Board of Supervisors' policy, I am requesting the consideration and approval of the Amendment Agreement to the contract of Rachel Pollock, Head Women's Golf Coach, at the University of Louisiana Monroe.

Thank you for your consideration.

Sincerely,

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

#TAKEFLIGHT

**AMENDMENT AGREEMENT TO CONTRACT OF EMPLOYMENT
HEAD WOMEN'S GOLF COACH – RACHEL POLLOCK**

STATE OF LOUISIANA

PARISH OF OUACHITA

This Amendment Agreement to Contract of Employment (“Agreement”) is made and entered into effective as of the 22 day of May, 2024, between **University of Louisiana at Monroe**, through its President (hereinafter referred to as the “ULM” or the “University”), and **Rachel Pollock, Head Women’s Golf Coach** (hereinafter referred to as “Coach”), (collectively, the “Parties”). This Agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for the University (hereinafter referred to as “BOARD”), 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. 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.

WHEREAS the Parties entered into a Contract of Employment dated April 1, 2023 (the “Original Contract” incorporated herein by reference as if fully attached hereto), and

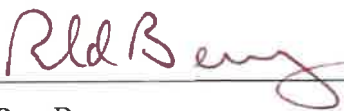
WHEREAS the Parties agree to amend and restructure the performance incentives set forth in Section 5.1 of Original Contract, and further agree that all others terms and conditions stated in the Original Contract remain in full force and effect.

1. **Performance Incentives.** Section 5.1 is amended effective as of May 7, 2024 to restructure the performance incentives set forth in the Original Contract as follows.

- (a) \$1,000 - Qualifying for Match Play at Sun Belt Conference (SBC) Tournament
- (b) \$2,000 - Advancing to Match Play Finals at SBC Tournament
- (c) \$2,000 - Winning SBC Tournament
- (d) \$5,000 - At-large NCAA Tournament bid
- (e) \$5,000 - Team Advances to NCAA Finals

- (f) \$5,000 - Team makes Top 8 at NCAA Finals
- (g) \$10,000 - Team wins NCAA Championship
- (h) \$2,500 - SBC Coach of the Year
- (i) \$5,000 - NCAA Coach of the Year
- (j) \$1,000 - Team annual APR is 950 or greater

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



Dr. Ron Berry
President
University of Louisiana at Monroe



Rachel Pollock
Head Women's Golf Coach



~~Adam Cossey~~ VP- President
Hannah Livingston
University of Louisiana at Monroe Athletic Foundation, Inc.

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

Rick Gallot
President and CEO
University of Louisiana System

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

ATHLETIC COMMITTEE

June 13, 2024

Item F.9. **University of Louisiana at Monroe's** request for approval of a contract with Mr. Nathan Weant, Head Men's Golf Coach, effective May 7, 2024.

EXECUTIVE SUMMARY

This agreement expires May 31, 2027. During this term, Coach will receive a monthly cell phone allowance of \$45 to be paid by ULM; a monthly vehicle allowance of \$300 to be paid by the ULM Athletic Foundation; and a base annual salary from the University as follows:

<u>AMOUNT</u>	<u>TERM</u>
\$80,000	May 7, 2024 – May 31, 2025
\$82,500	June 1, 2025 – May 31, 2026
\$85,000	June 1, 2026 – May 31, 2027

The ULM Athletic Foundation will pay Coach for the following accomplishments, if the Men's Golf Team's annual APR score is 930 or greater:

- \$1,000 - Qualifying for Match Play at Sun Belt Conference (SBC) Tournament
- \$2,000 - Advancing to Match Play Finals at SBC Tournament
- \$2,000 - Winning SBC Tournament
- \$5,000 - At-large NCAA Tournament bid
- \$5,000 - Team Advances to NCAA Finals
- \$5,000 - Team makes Top 8 at NCAA Finals
- \$10,000 - Team wins NCAA Championship
- \$2,500 - SBC Coach of the Year
- \$5,000 - NCAA Coach of the Year
- \$1,000 - Team annual APR is 950 or greater

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

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

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 Mr. Nathan Weant, Head Men's Golf Coach, effective May 7, 2024.

**Office of the President**

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May 23, 2024

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

Dear President Gallot:

Pursuant to Board of Supervisors' policy, I am requesting the consideration and approval of the Contract of Employment for Nathan Weant, Head Men's Golf Coach, at the University of Louisiana Monroe.

Thank you for your consideration.

Sincerely,

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

#TAKEFLIGHT

**CONTRACT OF EMPLOYMENT
HEAD MEN'S GOLF COACH – NATHAN WEANT**

STATE OF LOUISIANA

PARISH OF OUACHITA

This agreement is made and entered into effective as of the 22 day of May, 2024, between the **University of Louisiana at Monroe** (hereinafter referred to as "UNIVERSITY") and through its President, and **Nathan Weant, Head Men's Golf Coach** (hereinafter referred to as "COACH"). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System (hereinafter referred to as "Board"), the management board for the University of Louisiana at Monroe, and therefore the terms and conditions set forth in this agreement are not binding upon the parties until approval of the Board is obtained. The University of Louisiana at Monroe Athletic Foundation, Inc. (hereinafter referred to as the "Foundation") joins in this agreement consenting to the obligations incurred by the Foundation.

1.0 Employment

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

1.2 COACH shall be responsible, and shall report directly to the UNIVERSITY'S Director of Athletics (the "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 May 7, 2024, and terminating without further notice to COACH on May 31, 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 as follows for the term of this agreement, payable on a bi-weekly basis.

	AMOUNT	TERM
(a)	\$80,000	May 7, 2024 – May 31, 2025
(b)	\$82,500	June 1, 2025 – May 31, 2026
(c)	\$85,000	June 1, 2026 – May 31, 2027

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

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

4.0 Employee Benefits

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

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

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

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

5.0 Performance Incentives

5.1 In recognition of exemplary performance and additional work that is required for post-

season competition and events and as an incentive for COACH to achieve the goals described below, and since such additional work generally results in an influx of private gifts to the FOUNDATION, the FOUNDATION agrees to pay to COACH the following supplemental payments:

- (a) \$1,000 - Qualifying for Match Play at Sun Belt Conference (SBC) Tournament
- (b) \$2,000 - Advancing to Match Play Finals at SBC Tournament
- (c) \$2,000 - Winning SBC Tournament
- (d) \$5,000 - At-large NCAA Tournament bid
- (e) \$5,000 - Team Advances to NCAA Finals
- (f) \$5,000 - Team makes Top 8 at NCAA Finals
- (g) \$10,000 - Team wins NCAA Championship
- (h) \$2,500 - SBC Coach of the Year
- (i) \$5,000 - NCAA Coach of the Year
- (j) \$1,000 - Team annual APR is 950 or greater

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

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

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

6.0 Camps and Clinics

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

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

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

involving minor participants).

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

7.0 Apparel, Equipment Endorsements

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

8.0 Outside Income and /or Benefits

8.1 COACH shall report annually in writing to UNIVERSITY President by July 1, all athletically-related income or benefits COACH receives from a source outside the University (e.g., income from endorsement or consultation contracts with apparel companies, equipment manufacturers, television and radio programs; income from ownership, control or management of

a foundation, organization or other entities, etc.) must report such earnings [other than cash or cash equivalent (as opposed to tangible items) if the total amount received is \$600 or less]. (see NCAA Bylaw 11.2.2 and 11.3.2.1.1). All outside compensation must also comply with the Louisiana Code of Governmental Ethics. Any outside compensation activities shall be considered independent of COACH's University employment; UNIVERSITY shall have no responsibility for any claims arising therefrom.

9.0 Compliance with Law, Policy and Regulations

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

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

9.3 Title IX and Sexual Misconduct Policy Reporting and Compliance: COACH shall promptly report to UNIVERSITY'S Title IX Coordinator any Known Violation(s) of the University or the University of Louisiana System's Sexual Misconduct Policy (including, but not limited to sexual harassment, sexual assault, sexual exploitation, dating violence, domestic violence and stalking) that involve any student, faculty, or staff or that is in connection with a

UNIVERSITY sponsored activity or event. Any emergency situation shall be immediately reported to 911 and/or law enforcement. For purposes of this paragraph, a “Known Violation” shall mean a violation or an allegation of a violation of Title IX and/or UNIVERSITY’S or the University of Louisiana System’s Sexual Misconduct Policy that COACH is aware of or has reasonable cause to believe is taking place or may have taken place. The UNIVERSITY may terminate this CONTRACT *for cause* pursuant to the for-cause-termination provisions of this CONTRACT for any determined violation by COACH for failure to report a Known Violation of: (1) Title IX of the Education Amendments of 1972; (2) UNIVERSITY’S Sexual Misconduct Policy; or (3) the University of Louisiana System’s Sexual Misconduct Policy.

10.0 Men’s Golf Staff

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

10.2 Salary Pool. [NOT APPLICABLE]

11.0 Termination

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

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

of paragraph 1.1 herein above in situations in which the UNIVERSITY determines that the best interest of the UNIVERSITY and of its intercollegiate athletic program require that the COACH no longer retain the position of Head Men's Golf Coach; violating any provision of this contract; and any cause adequate to sustain the termination of any other UNIVERSITY employee of the COACH'S classification. Misconduct shall include, but not be limited to, engaging in conduct which (i) displays a serious disrespect or disregard for the mission of the University, (ii) brings COACH into substantial public disrepute, contempt, scandal, or ridicule sufficient to materially impair COACH's ability to perform the obligations contained herein without material adverse impact on the team or athletic program; (iii) constitutes moral turpitude or breaches the high moral and ethical standards applicable to Coach as a visible representative of the UNIVERSITY; (iv) constitutes failure by COACH to report to a university administrator (direct supervisor or Athletics Director) in a timely manner (within 24 hours of becoming aware) any conduct known, observed, suspected by and/or reported to COACH that constitutes or may constitute a violation of NCAA regulations, conference rules, and the University's policies and procedures (including, but not limited to, those addressing anti-discrimination, harassment and retaliation); or (v) any determined violation of Title IX of the Education Amendments of 1972 or failure to report a "known violation" as required in Sub-clause 9.3 of this contract. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination. The termination date shall be the date on which notice of termination is given, or on such later date as may be set forth by UNIVERSITY in the notice of termination. The judgment as to whether the conduct of COACH constitutes cause under this provision shall not be exercised arbitrarily, capriciously or in a discriminatory manner by the UNIVERSITY. No damages shall be due from UNIVERSITY if termination is for *just cause*. All compensation, including salary, benefits, and other remuneration incidental to employment, cease upon

termination.

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

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

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

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

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

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

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

12.0 Severability

If any provision of the Agreement shall be deemed invalid or unenforceable, either in

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

13.0 Force Majeure

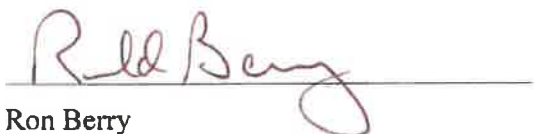
Neither party shall be considered in default performance of his or its obligations under this Agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith,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

14.0 Entire Agreement

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

UNIVERSITY OF LOUISIANA MONROE

HEAD MEN'S GOLF COACH




Ron Berry
President



Nathan Weant
Head Men's Golf Coach



 Adam Gossey
President

Hannah Livingston

University of Louisiana at Monroe Athletic Foundation, Inc.

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

Rick Gallot
President & CEO
University of Louisiana System

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

ATHLETIC COMMITTEE

June 13, 2024

Item F.10. **University of New Orleans’** request for approval of a contract with Mr. Burzis Kanga, Head Men’s and Women’s Tennis Coach, effective July 1, 2024.

EXECUTIVE SUMMARY

Under this agreement, through June 30, 2027, Coach will earn \$82,378 annually. In addition, Coach shall also be entitled to the following incentive compensation, funded by the University of New Orleans Foundation:

- When the tennis program achieves a one-year APR (Academic Progress Rate) score of 990 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 tennis 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.
- When either the men’s or women’s tennis team achieves a GPA (Grade Point Average) of 3.5 or higher for the academic year, a \$1,000 performance incentive per team will be provided to the Coach. This is applicable to each year of the Agreement.
- When either the men’s or women’s tennis wins a Conference Regular-Season Championship, a \$1,000 performance incentive per team will be provided to the Coach.
- When either the men’s or women’s tennis wins a Conference Tournament Championship, a \$1,000 performance incentive per team will be provided to the Coach.
- When the Coach is recognized as Conference Coach of the Year by the Conference itself, Coach will earn one-time performance incentive of \$1,500. This is applicable to each year of the agreement.
- When the Coach reaches the following dates and is actively employed as Head Coach, Men’s and Women’s Tennis, Coach shall receive the following performance incentives:

- January 1, 2025: \$2,500
 - June 30, 2025: \$2,500
 - January 1, 2026: \$2,500
 - June 30, 2026: \$2,500
 - January 1, 2027: \$2,500
 - June 30, 2027: \$2,500
- When the Coach reaches the following rental revenue milestones specific to the Privateer Tennis Center in a given fiscal year, Coach shall receive the following incentives. This is applicable to each year of the agreement:
 - \$125,000 in Tennis Center revenues: \$2,500
 - \$175,000 in Tennis Center revenues: \$2,000

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, 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. Burzis Kanga, Head Men's and Women's Tennis Coach, effective July 1, 2024.



THE UNIVERSITY *of*
NEW ORLEANS

OFFICE OF THE PRESIDENT

F.10.

May 23, 2024

Dr. Richard J. Gallot, Jr.
President
The University of Louisiana System
1201 North Third Street
Baton Rouge, LA 70802

Re: Employment Contracts for Head Coaches at the University of New Orleans

Dear Dr. Gallot,

I am requesting approval of employment contracts for the following head coaches:

1. Stacy Hollowell, Head Coach, Men's Basketball, effective May 1, 2024.
2. Burzis Kanga, Head Coach, Men's & Women's Tennis, effective July 1, 2024. -----
3. Ashley Preston, Head Coach and Director of Volleyball, effective July 1, 2024.

Thank you for your consideration.

Sincerely,

Kathy E. Johnson, Ph.D.
President

**CONTRACT OF EMPLOYMENT
HEAD COACH, MEN’S AND WOMEN’S TENNIS**

STATE OF LOUISIANA

PARISH OF ORLEANS

This Agreement (“Agreement”) is made and entered into on this ____ day of May 2024, between the University of New Orleans (“University”) through its President, Dr. Kathy Johnson, the University of New Orleans Foundation (“Foundation”) and Burzis Kanga (“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 and Women’s Tennis 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 three (3) years, commencing on the 1st day of July, 2024, and terminating without further notice to COACH on the 30th day of June, 2027, 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 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 \$82,378, 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 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 or women's tennis team achieves a one-year APR (Academic Progress Rate) score of 990 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 either tennis 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 or women's tennis team achieves a GPA (Grade Point Average) of 3.5 or higher for the academic year, a One Thousand Dollar (\$1,000) performance incentive per team will be provided to COACH. This is applicable to each year 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.

- Conference Team Regular Season Championship (men's or women's): \$1,000
- Conference Team Tournament Championship (men's or women's): \$1,000

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 \$1,500. This is applicable to each year of the Agreement.

4.2.4 Retention

4.2.4.1 When COACH reaches the following dates and is actively employed as Head Coach, Men's and Women's Tennis, he shall receive the following performance incentives:

- January 1, 2025: \$2,500
- June 30, 2025: \$2,500
- January 1, 2026: \$2,500
- June 30, 2026: \$2,500
- January 1, 2027: \$2,500
- June 30, 2027: \$2,500

4.2.5 Tennis Center Revenue

4.2.5.1 When COACH reaches the following rental revenue milestones specific to the Privateer Tennis Center in a given fiscal year, he shall receive the following incentives. This is applicable to each year of the Agreement.

- \$125,000 in Tennis Center rental revenues: \$2,500
- \$175,000 in Tennis Center rental revenues: \$2,000

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 and women's tennis teams. 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 and women's tennis programs. 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 and women's tennis programs, 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 and women's tennis operating budgets, 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:

6.2.4 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 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.

6.2.8 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 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 \$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 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.

10.2 COACH shall have a pool of up to \$20,000 for part-time assistant coach(es).

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

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) 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 (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 \$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, 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 in order to render it valid and enforceable.

17.0 Force Majeure

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.

Kathy Johnson

PRESIDENT, UNIVERSITY OF NEW ORLEANS

Anthony Geogaris

PRESIDENT, UNIVERSITY OF NEW ORLEANS FOUNDATION

T. D.

VICE PRESIDENT, ATHLETICS & RECREATION, UNIVERSITY OF
NEW ORLEANS

[Signature]

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

June 13, 2024

Item F.11. **University of New Orleans'** request for approval of a contract with Ms. Ashley Preston, Head Coach and Director of Volleyball, effective July 1, 2024.

EXECUTIVE SUMMARY

Under this agreement, through June 30, 2027, Coach will earn \$91,000 annually. In addition, Coach shall also be entitled to the following incentive compensation, funded by the University of New Orleans Foundation:

- When the volleyball team achieves a one-year APR (Academic Progress Rate) score of 990 or greater in any academic year of this agreement and is not subject to penalties due to the four-year average score, a \$1,000 performance incentive will be provided to Coach. This is applicable to each year of the agreement. Should the volleyball 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.
- When the volleyball team wins a Conference Regular-Season Championship, a \$1,500 performance incentive per team will be provided to the Coach.
- When the volleyball team wins a Conference Tournament Championship, a \$2,500 performance incentive per team will be provided to the Coach.
- When the volleyball team reaches the NCAA Tournament, a \$1,000 performance incentive will be provided to the Coach. An additional \$1,000 performance incentive will be granted to Coach with each subsequent win in the NCAA Tournament.
- When the volleyball team wins the NCAA National Championship, a \$5,000 performance incentive will be provided to the Coach.
- 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, UNO will be entitled to liquidated damages paid by Coach or new employer of \$25,000. University will be entitled to liquidated damages of \$0 should a change be made to the Director of Athletics position within one year before Coach terminates this agreement.

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 Ms. Ashley Preston, Head Coach and Director of Volleyball, effective July 1, 2024.



THE UNIVERSITY *of*
NEW ORLEANS
OFFICE OF THE PRESIDENT

F.11.

May 23, 2024

Dr. Richard J. Gallot, Jr.
President
The University of Louisiana System
1201 North Third Street
Baton Rouge, LA 70802

Re: Employment Contracts for Head Coaches at the University of New Orleans

Dear Dr. Gallot,

I am requesting approval of employment contracts for the following head coaches:

1. Stacy Hollowell, Head Coach, Men's Basketball, effective May 1, 2024.
2. Burzis Kanga, Head Coach, Men's & Women's Tennis, effective July 1, 2024.
3. Ashley Preston, Head Coach and Director of Volleyball, effective July 1, 2024. -----

Thank you for your consideration.

Sincerely,

Kathy E. Johnson, Ph.D.
President

**CONTRACT OF EMPLOYMENT
HEAD COACH, VOLLEYBALL**

STATE OF LOUISIANA

PARISH OF ORLEANS

This Agreement ("Agreement") is made and entered into on this ____ day of May 2024, between the University of New Orleans ("University") through its President, Dr. Kathy Johnson, the University of New Orleans Foundation ("Foundation") and Ashley Preston ("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 and Director of Volleyball 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 three (3) years, commencing on the 1st day of July, 2024, and terminating without further notice to COACH on the 30th day of June, 2027, unless extended under the terms of this Agreement. All prior agreements shall terminate on the effective date 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 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 \$91,000, 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 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 the volleyball team achieves a one-year APR (Academic Progress Rate) score of 990 or greater in any academic year of this Agreement and is not subject to penalties due to the four-year average score, a One Thousand Dollar (\$1,000) performance incentive will be provided to COACH. This is applicable to each year of the Agreement. Should the volleyball 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.

- Conference Regular Season Championship: \$1,500
- Conference Tournament Championship: \$2,500
- NCAA First Round and any subsequent round win: \$1,000
- NCAA National Championship: \$5,000

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 volleyball 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 volleyball 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 volleyball 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 volleyball 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 herself in her private capacity and not as an agent or employee of the University and that this Agreement constitutes merely a license to use the property and facilities subject to the conditions hereafter stated.

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:

6.2.4 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 and the Foundation and their 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.

6.2.8 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 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 her University employment and the University shall have no responsibility for any claims arising therefrom. COACH shall be entitled to retain revenue generated from her 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 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 of Supervisors for the University of Louisiana System.

10.2 COACH shall have an assistant coach pool of up to \$90,000 for an Assistant Coach, Indoor Volleyball and a Head Coach, Beach Volleyball and Volleyball Recruiting Coordinator.

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 the University or the University of Louisiana System's Sexual Misconduct Policy (including, but not limited to sexual harassment, sexual assault, sexual exploitation, domestic violence and stalking) that involve any student, faculty, or staff or that is in connection with a University sponsored activity or event. Any emergency situation shall be

immediately reported to 911 and/or law enforcement. For purposes of this paragraph, a "Known Violation" shall mean a violation or an allegation of a violation of Title IX and/or the University's or the University of Louisiana System's Sexual Misconduct Policy that COACH is aware of or has reasonable cause to believe is taking place or may have taken place.

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 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 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) 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 (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 \$25,000. The liquidated damages shall be due and payable in a lump sum within sixty (60) days of the date of termination.

University will be entitled to liquidated damages paid by COACH or new employer equal to \$0 should a change be made to the Director position within one year before COACH terminates this Agreement.

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, 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 her 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 in order to render it valid and enforceable.

17.0 Force Majeure

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.

Kathy Johnson

PRESIDENT, UNIVERSITY OF NEW ORLEANS

Anthony Gregorio

PRESIDENT, UNIVERSITY OF NEW ORLEANS FOUNDATION

T. D.

VICE PRESIDENT, ATHLETICS & RECREATION, UNIVERSITY OF
NEW ORLEANS

Ashley Preston

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

June 13, 2024

Item F.12. **University of New Orleans'** request for approval of a contract with Mr. Stacy Hollowell, Head Men's Basketball Coach, effective May 1, 2024.

EXECUTIVE SUMMARY

Under this agreement, through April 30, 2029, Coach will earn \$175,000 annually. In addition, Coach shall also be entitled to the following incentive compensation, funded by the University of New Orleans Foundation, which are applicable to each year of the agreement:

- When the men's basketball team achieves a one-year APR (Academic Progress Rate) score of 970 or greater in any academic year of this agreement and is not subject to penalties due to the four-year average score, a \$2,500 performance incentive will be provided to Coach. Should the men's basketball 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 the men's basketball team wins more than 50% of games (minimum of 3 games played) versus any of the following universities in either the regular season or postseason: Tulane, ULL, ULM, La Tech, Southern Miss, South Alabama or Troy, Coach will receive a one-time performance incentive of \$2,500.
- When the men's basketball team wins a game versus a team that concludes their season in the top 100 of the NCAA's NET or the equivalent tool created by the National Office, Coach will receive a one-time performance incentive of \$2,500 per win.
- When the men's basketball team wins the conference regular season championship, including a regular season co-championship, Coach will earn a one-time performance incentive of \$3,500.
- When the men's basketball team wins the post-season conference tournament, earning the conference's automatic bid to the NCAA tournament, Coach will earn a one-time performance incentive of \$5,000 and a one-year contract extension.
- When the men's basketball team earns an at-large berth to the NCAA tournament, Coach will earn a one-time performance incentive of \$5,000.

- When the men's basketball team competes in a NCAA Tournament, Coach will earn a one-time performance incentive of \$5,000 per victory.
- When the men's basketball team competes in an NCAA Final Four, Coach will earn a one-time performance incentive of \$25,000. Earning this incentive will void the previous NCAA Tournament victory incentives.
- When the men's basketball team wins the NCAA National Championship, Coach will earn a one-time performance incentive of \$50,000. Earning this incentive will void the previous NCAA Tournament victory incentives.
- When the men's basketball team is selected to compete in the Men's National Invitational Tournament (NIT), Coach will earn a one-time performance incentive of \$2,500.
- When the men's basketball team competes in the Men's National Invitational Tournament (NIT), Coach will earn a one-time performance incentive of \$1,500 per victory.
- 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. Each full-time assistant coach or support staff member will earn a one-time performance incentive of \$500.
- When Coach fulfills his multi-media and public appearance obligations, Coach will earn a \$10,000 one-time incentive.

If the University terminates the agreement without cause, Coach shall be entitled to liquidated damages equal to 75% of the base salary for years one, two, and three of this agreement and liquidated damages equal to 50% of years four and five of this agreement 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, UNO will be entitled to liquidated damages paid by Coach or new employer equal to 75% of the base salary for years one, two, and three of this agreement and liquidated damages equal to 50% of years four and five of this agreement.

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. Stacy Hollowell, Head Men's Basketball Coach, effective July 1, 2024.*



THE UNIVERSITY *of*
NEW ORLEANS
OFFICE OF THE PRESIDENT

F.12.

May 23, 2024

Dr. Richard J. Gallot, Jr.
President
The University of Louisiana System
1201 North Third Street
Baton Rouge, LA 70802

Re: Employment Contracts for Head Coaches at the University of New Orleans

Dear Dr. Gallot,

I am requesting approval of employment contracts for the following head coaches:

1. Stacy Hollowell, Head Coach, Men's Basketball, effective May 1, 2024. -----
2. Burzis Kanga, Head Coach, Men's & Women's Tennis, effective July 1, 2024.
3. Ashley Preston, Head Coach and Director of Volleyball, effective July 1, 2024.

Thank you for your consideration.

Sincerely,

Kathy E. Johnson, Ph.D.
President

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

STATE OF LOUISIANA

PARISH OF ORLEANS

This Agreement ("Agreement") is made and entered into on this ____ day of April 2024, between the University of New Orleans ("University") through its President, Dr. Kathy Johnson, the University of New Orleans Foundation (hereinafter referred to as the "Foundation") and Stacy Hollowell (hereinafter referred to as "COACH"). This Agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System (ULS), 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 does hereby employ COACH as Head Coach, Men's Basketball 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.

1.2 COACH shall be responsible, and shall report, directly to University's Vice President, Athletics & Recreation (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 five (5) years, commencing on the 1st day of May, 2024, and terminating without further notice to COACH on the 30th day of April, 2029, 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 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 \$175,000, 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 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 men's basketball team achieves a one-year APR (Academic Progress Rate) score of 970 or greater in any academic year of this Agreement and is not subject to penalties due to the four-year average score, a Two Thousand Five Hundred Dollar (\$2,500) in performance incentive will be provided to COACH and a \$500 performance incentive will be provided to each full-time men's basketball assistant coach or support staff member included within the assistant coach salary pool (Section 10.2). This is applicable to each year of the Agreement. Should the men's basketball 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 When the men's basketball team wins more than 50% of games (minimum of 3 games played) versus any of the following universities in either the regular season or postseason: Tulane, ULL, ULM, La Tech, Southern Miss, South Alabama or Troy, COACH will receive a one-time performance incentive of \$2,500. Each assistant coach or support staff member included within the assistant coach salary pool (Section 10.2) will earn a one-time performance incentive of \$500. This is applicable to each year of the Agreement.

4.2.2.2 When the men's basketball team wins a game versus a team that concludes their season in the top 100 of the NCAA's NET or the equivalent tool created by the National Office, COACH will receive a one-time performance incentive of \$2,500 per win. Each assistant coach or support staff member included within the assistant coach salary pool (Section 10.2) will earn a one-

time performance incentive of \$500. This is applicable to each year of the Agreement.

4.2.2.3 When the men's basketball team wins the conference regular season championship, including a regular season co-championship, COACH will earn a one-time performance incentive of \$3,500. Each assistant coach or support staff member included within the assistant coach salary pool (Section 10.2) will earn a one-time performance incentive of \$500. This is applicable to each year of the Agreement.

4.2.2.4 When the men's basketball team wins the post-season conference tournament, earning the conference's automatic bid to the NCAA tournament, COACH will earn a one-time performance incentive of \$5,000 and a one-year contract extension. Each assistant coach or support staff member included within the assistant coach salary pool (Section 10.2) will earn a one-time performance incentive of \$1,000. This is applicable to each year of the Agreement.

4.2.2.5 When the men's basketball team earns an at-large berth to the NCAA tournament, COACH will earn a one-time performance incentive of \$5,000. Each assistant coach or support staff member included within the assistant coach salary pool (Section 10.2) will earn a one-time performance incentive of \$1,000. This is applicable to each year of the Agreement.

4.2.2.6 When the men's basketball team competes in a NCAA Tournament, COACH will earn a one-time performance incentive of \$5,000 per victory. Each assistant coach or support staff member included within the assistant coach salary pool (Section 10.2) will earn a one-time performance incentive of \$1,000 per victory. This is applicable to each year of the Agreement.

4.2.2.7 When the men's basketball team competes in a NCAA Final Four, COACH will earn a one-time performance incentive of \$25,000. Each assistant coach or support staff member included within the assistant coach salary pool (Section 10.2) will earn a one-time performance incentive of \$5,000. Earning this incentive will void the previous NCAA Tournament victory incentives (Section 4.2.2.6). This is applicable to each year of the Agreement.

4.2.2.8 When the men's basketball team wins the NCAA National Championship, COACH will earn a one-time performance incentive of \$50,000. Each assistant coach or support staff member included within the assistant coach salary pool (Section 10.2) will earn a one-time performance incentive of \$10,000. Earning this incentive will void the previous NCAA Tournament victory incentives (Section 4.2.2.6, Section 4.2.2.7). This is applicable to each year of the Agreement.

4.2.2.9 When the men's basketball team is selected to compete in the Men's National Invitational Tournament (NIT), COACH will earn a one-time performance incentive of \$2,500. Each assistant coach or support staff member included within the assistant coach salary pool (Section 10.2) will earn a one-

time performance incentive of \$500. This is applicable to each year of the Agreement.

4.2.2.10 When the men's basketball team competes in the Men's National Invitational Tournament (NIT), COACH will earn a one-time performance incentive of \$1,500 per victory. Each assistant coach or support staff member included within the assistant coach salary pool (Section 10.2) will earn a one-time performance incentive of \$500 per victory. 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 one-time performance incentive of \$2,500. Each assistant coach or support staff member included within the assistant coach salary pool (Section 10.2) will earn a one-time performance incentive of \$500. This is applicable to each year of the Agreement.

4.2.4 Multi-Media / Public Appearance

4.2.4.1 When COACH fulfills his multi-media and public appearance obligations, COACH will earn a \$10,000 one-time incentive. 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 basketball 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 basketball 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 basketball 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 basketball 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 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:

6.2.4 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 Vice President of Athletics and 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 \$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 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 of Supervisors for the University of Louisiana System.

10.2 COACH shall have an assistant coach salary pool of \$200,000 for assistant coaches (3) and support staff (1).

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

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) 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 75% of the base salary for years one, two and three of this contract and liquidated damages equal to 50% of years four and five of this Agreement which would have been earned through the end of the contract term.

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, University will be entitled to liquidated damages paid by COACH or new employer equal to 75% of the base salary for years one, two and three of this contract and 50% of the base salary for years four and five of this contract. 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, 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 in order to render it valid and enforceable.

17.0 Force Majeure

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



VICE PRESIDENT, ATHLETICS & RECREATION, 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