

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

ATHLETIC COMMITTEE

December 5, 2024

Item G.1. **Louisiana Tech University's** request for approval of contractual agreements between various Assistant Coaches, Louisiana Tech University, and the Louisiana Tech University Foundation, Inc.

EXECUTIVE SUMMARY

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

- **Chris Harwick, Associate Head Soccer Coach** - Under the proposed agreement from December 1, 2024 through November 30, 2025, Assistant Coach's annual salary is \$35,000.
- **Stephanie Starr, Assistant Soccer Coach** - Under the proposed agreement from December 1, 2024 through November 30, 2025, Assistant Coach's annual salary is \$30,000.

Should the University terminate the agreement without cause prior to the expiration of its current term, it shall be liable to Assistant Coach for liquidated damages which shall include all amounts of compensation as outlined in Section 4.0 of the agreement, which would have been owed to Assistant Coach had they completed the term. Such damages shall be paid by the Foundation. Should the Assistant Coach terminate the contract prior to the provisions noted in the agreement, Coach shall pay \$5,000 to the Foundation.

The University and the Louisiana Tech Foundation, Inc. have signed this joint agreement with the Assistant Coach.

RECOMMENDATION

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves Louisiana Tech University's request for approval of contractual agreements with the following Assistant Coaches: Mr. Chris Harwick, Associate Head Soccer Coach, and Ms. Stephanie Starr, Assistant Soccer Coach.*



G.1.

LOUISIANA TECH
UNIVERSITY®

Office of the President

November 8, 2024

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

Dear Mr. Gallot::

Enclosed for your review is the Contract of Employment between **Mr. Chris Harwick, Associate Head Coach, Soccer**, and Louisiana Tech University. Also joining in the contract and consenting to its obligations is the Louisiana Tech University Foundation. The effective date of the Contract of Employment is December 1, 2024, through November 30, 2025.

Please place this item on the ULS Board of Supervisors' agenda for consideration and approval for the **December 2024** meeting.

Once the Board approves, please sign the contract's last page indicating that the Board has approved. Upon approval, please forward a scanned copy of the signed last page to the Office of the President of Louisiana Tech University and keep a copy for the files of the Board of Supervisors. The Office of the President at Louisiana Tech University will distribute a signed copy to Associate Head Coach Harwick, the Louisiana Tech University Foundation, and Associate Head Coach Harwick's attorney.

Thank you for your attention to this matter.

Sincerely,

A blue ink signature of Dr. James B. Henderson, consisting of a large, stylized 'J' followed by 'B. Henderson'.

Dr. James B. Henderson
President

**CONTRACT OF EMPLOYMENT:
ASSOCIATE HEAD SOCCER COACH**

STATE OF LOUISIANA

PARISH OF LINCOLN

This agreement is made and entered into on this 11th day of November 2024, between Louisiana Tech University ("UNIVERSITY"), through its President, Dr. Jim Henderson, and **CHRIS HARWICK** ("ASSISTANT COACH"). Except where expressly stated otherwise herein, including Sections 10.1 and 10.2, the terms and conditions set forth in this Contract of Employment ("AGREEMENT") are not binding upon the parties until approval of the Board of Supervisors for the University of Louisiana System (hereinafter referred to as "BOARD") is obtained. Louisiana Tech University Foundation, Inc. ("FOUNDATION") joins in this AGREEMENT consenting to the obligations incurred by the FOUNDATION. This single AGREEMENT shall become the agreement between the parties supplanting all previous contracts and/or memoranda of understanding.

EMPLOYMENT OF ASSISTANT COACH

1.0 Employment

The UNIVERSITY does hereby employ ASSISTANT COACH as **ASSOCIATE HEAD SOCCER COACH** for the Louisiana Tech Soccer Program ("Program"), and ASSISTANT COACH does hereby accept employment and agrees to perform all of the services pertaining to the position outlined herein which are reasonably required of COACH, as well as, other services as may be reasonably contemplated hereunder, all as reasonably prescribed by the UNIVERSITY through its President and Director of Athletics and assigned by the Head Soccer Coach ("HEAD COACH"). ASSISTANT COACH shall be responsible and shall report directly to the HEAD COACH.

2.0 Duties

ASSISTANT COACH shall perform such duties in the University athletic program as the HEAD COACH may reasonably assign. Duties shall include but not be limited to the following:

2.1. Faithfully and conscientiously perform the duties reasonably assigned by the HEAD COACH and maintain the high moral and ethical standards commonly expected of the ASSISTANT COACH as a highly visible representative of the Department of Intercollegiate Athletics at the UNIVERSITY.

2.2. Devote such professional time, attention and energy to ASSISTANT COACH's duties as are required, in UNIVERSITY's reasonable judgment, to faithfully discharge the duties as set forth herein and to avoid any business or professional activities or pursuits that will unreasonably conflict with ASSISTANT COACH's performance of ASSISTANT COACH's duties or will otherwise unreasonably interfere with the UNIVERSITY's interests.

2.3. Recognize and comply with the applicable laws, policies, rules and regulations of the UNIVERSITY, the National Collegiate Athletic Association ("NCAA"), and Conference USA (or any other conference which the UNIVERSITY may become a member of during the Term), as now constituted or as may be amended during the Term hereof. ASSISTANT COACH shall immediately inform HEAD COACH of any suspected violation and assist the investigation and reporting thereof.

2.4. Carry themselves in a professional and sportsman-like manner. ASSISTANT COACH recognized ASSISTANT COACH is a highly visible representative of the UNIVERSITY, whose conduct, both on and off the field, affects the reputation of the institution, the viability of its athletic programs and contracts, and the well-being of its student-athletes.

2.5. ASSISTANT COACH agrees that academic achievement of student-athletes is of the highest importance. ASSISTANT COACH agrees to carry themselves in a manner that supports academic integrity.

2.6. ASSISTANT COACH agrees to make themselves reasonably available for media or other public appearances at such times as the University, through the Department of Intercollegiate Athletics, or FOUNDATION may reasonably designate. Such appearances shall not unreasonably conflict with ASSISTANT COACH's primary duties as **ASSOCIATE HEAD SOCCER COACH**.

2.7. ASSISTANT COACH agrees to conscientiously observe all UNIVERSITY and NCAA rules pertaining to outside income. ASSISTANT COACH will notify the Director of Athletics and obtain approval, such approval not to be unreasonably withheld, before negotiation for or receiving any athletically-related income or benefits from sources outside UNIVERSITY and will report annually any outside income in compliance with NCAA and UNIVERSITY regulations.

3.0 Term

The term of this AGREEMENT commences December 1, 2024, and ends November 30, 2025. Upon execution of a mutually signed writing, this AGREEMENT may be extended for additional one (1) year periods, each one-year period being a renewal term (the initial term and any and all renewal terms hereinafter referred to individually and collectively as the "Term"). If the parties do not agree to extend the AGREEMENT at the end of the initial term or any renewal term prior to its expiration, this AGREEMENT shall terminate.

4.0 Compensation

4.1 UNIVERSITY agrees to pay ASSISTANT COACH an annual salary of thirty-

five thousand dollars (\$35,000.00) payable in biweekly installments through UNIVERSITY payroll.

5.0 Employee Benefits

UNIVERSITY will provide ASSISTANT COACH the opportunity to participate in benefit plans for health insurance, dental insurance, retirement, disability, and life insurance on a basis consistent with other UNIVERSITY employees of a similar status. Such benefits will be based upon COACH's base annual salary as provided by UNIVERSITY.

6.0 Performance Incentives

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

Performance Incentives		
Conference Regular Season Champion	\$2,500	
NCAA Tournament Participant	\$1,000	
NCAA Tournament Round of 32 Participant	\$1,000	
NCAA Tournament Round of 16 Participant	\$1,000	
NCAA Tournament Final 8 Participant	\$1,000	
NCAA Tournament Final 4 Participant	\$1,000	
NCAA Tournament Final 2 Participant	\$1,000	
NCAA National Championship	\$5,000	
NCAA National Coaching Staff of the Year	\$2,500	As presented by the United Soccer Coaches Organization

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

6.2 In recognition of exemplary academic achievement and as an incentive for ASSISTANT COACH to achieve the goals described below, the FOUNDATION agrees within

sixty (60) days after the game or event to pay to ASSISTANT COACH the following supplemental payments:

Academic Achievement Incentives	
Annual Team GPA of 3.0-3.49 OR Annual Team GPA 3.50-3.74 OR Annual Team GPA 3.75+	\$500 OR \$1,000 OR \$2,000
Annual APR Score of 930-949 OR Annual APR Score 950-974 OR Annual APR Score 975+	\$500 OR \$1,000 OR \$2,000

Academic Achievement Incentive payout may not exceed \$4,000 per contract year.

6.3 Any supplemental payment earned pursuant to this section shall be payable within 60 days of earning from the FOUNDATION, solely from the athletic funds held by the FOUNDATION. Supplemental payments made to ASSISTANT 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 ASSISTANT COACH shall be responsible for all applicable taxes. The FOUNDATION will issue the appropriate informational return to ASSISTANT COACH and to the Internal Revenue Service and provide a copy to the UNIVERSITY.

7.0 Outside Income

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

7.2. ASSISTANT COACH shall be authorized to earn other revenue while employed by the UNIVERSITY, but such activities are independent of ASSISTANT COACH's UNIVERSITY employment, and the UNIVERSITY shall have no responsibility for any claims

arising therefrom. All outside income will be subject to approval in accordance with the Board of Supervisors for the University of Louisiana System policies, such approval not to be unreasonably withheld.

7.3. ASSISTANT COACH shall report annually in writing to the President on or before July 1st all athletically related income from sources outside the UNIVERSITY including, but not limited to, income 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, and the UNIVERSITY shall have reasonable access to all records of ASSISTANT COACH to verify this report (NCAA Bylaw 11.2.2).

8.0 Compliance with NCAA, Conference and University Rules

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

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

UNIVERSITY.

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

9.0 Title IX and Sexual Misconduct Policy Reporting and Compliance:

ASSISTANT 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 ASSISTANT COACH is aware of or has reasonable cause to believe is taking place or may have taken place.

The University may terminate this Agreement for cause pursuant to the for-cause-termination provisions of this Agreement for any determined violation by ASSISTANT 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.

10.0 Termination Without Cause

10.1. Either party may terminate this AGREEMENT without cause by providing written notice to the other party specifying the effective date of termination. Should UNIVERSITY terminate the AGREEMENT without cause prior to the expiration of its current Term, it shall be liable to ASSISTANT COACH for liquidated damages which shall include all amounts of Base Salary which would have been owed to ASSISTANT COACH had ASSISTANT COACH completed the current Term. Such damages shall be paid by FOUNDATION in regularly scheduled installments from the date of termination to the end of the current Term.

10.2 Should ASSISTANT COACH terminate this AGREEMENT prior to the first game of the 2025-2026 Soccer season due to taking employment at another Division 1 institution as a soccer coach, ASSISTANT COACH shall owe to the FOUNDATION five thousand dollars (\$5,000.00). ASSISTANT COACH agrees and understands that this provision shall become binding and enforceable upon ASSISTANT COACH's sole signature below regardless of the presence or lack thereof of any other signatories to this AGREEMENT.

10.3. Any payments due from ASSISTANT COACH under this section shall be due and paid in full to FOUNDATION within thirty (30) days of ASSISTANT COACH's notice of termination.

10.4. Payment by UNIVERSITY and/or FOUNDATION of the amount under this section will constitute a full release of any claim that ASSISTANT COACH might otherwise assert against the UNIVERSITY and FOUNDATION, or any of its representatives, agents or employees. In consideration of this payment, ASSISTANT COACH shall, and does hereby, release and discharge UNIVERSITY and FOUNDATION, its officers and employees, from and against any

liability of any nature whatsoever related to or arising out of this AGREEMENT and ASSISTANT COACH's employment at UNIVERSITY, including, but not limited to, any and all claims arising under or relating to any federal or state constitutions, laws, regulations, or other provision of law.

10.5. Except for the obligation to pay ASSISTANT COACH the amount set forth in Section 10.1, all obligations of UNIVERSITY and FOUNDATION (to the extent not already accrued or vested) to ASSISTANT COACH shall cease as of the effective date of such termination.

10.6. UNIVERSITY's and/or FOUNDATION'S obligation to pay liquidated damages to ASSISTANT COACH, as described in Section 9.1, shall be subject to ASSISTANT COACH's duty to mitigate ASSISTANT COACH's damages. ASSISTANT COACH hereby agrees to mitigate such damages by making reasonable and diligent efforts to obtain employment commensurate with ASSISTANT COACH's qualifications and experience, as soon as reasonably possible after termination of this Contract of Employment. If ASSISTANT COACH should obtain such new employment prior to the last installment payment of liquidated damages, ASSISTANT COACH shall notify the Director of Athletics or designee of such new employment. Any further obligation of UNIVERSITY or FOUNDATION to ASSISTANT COACH shall be reduced by amount of salary or payment from new employment. Employment for purposes of this paragraph shall include any form of employment, including a contract of employment, employment at-will, or employment as an independent contractor.

11.0 Termination With Cause

UNIVERSITY shall have the right to terminate ASSISTANT COACH's employment and this AGREEMENT for cause prior to expiration of the Term. In the event this AGREEMENT is terminated for cause, all obligations of UNIVERSITY or FOUNDATION to make further payment or provide any other consideration hereunder shall cease as of the date of termination, with the

exception of any amounts earned but not yet paid. In addition to its normally understood meaning in employment contracts, the term “cause” shall include, without limitation, any of the following:

11.1. Failure or refusal by ASSISTANT COACH to perform any of the material duties required by this AGREEMENT or reasonably required of a Division I Soccer Assistant Coach, neglect by ASSISTANT COACH of any of the material duties required by this Contract of Employment or reasonably required of a Division I Soccer Assistant Coach, ASSISTANT COACH’s unwillingness to perform such required material duties to the best of ASSISTANT COACH’s ability, or any other material breach of this AGREEMENT; or

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

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

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

11.5. Failure by ASSISTANT COACH to report immediately to the Soccer Head Coach and Athletic Director any violations of Rules or Regulations known by ASSISTANT COACH; or

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

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

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

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

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

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

11.12. Engaging in a consensual sexual relationship with any individual over whom ASSISTANT COACH exercises direct or significant academic, administrative, supervisory, evaluative, counseling or extracurricular authority or influence (Louisiana Tech Policy 1450).

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

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

12.0 Automatic Termination Upon Death or Disability of Coach

This AGREEMENT shall terminate automatically if ASSISTANT COACH dies or becomes physically or mentally disabled to such an extent that, in the judgment of the Head Soccer

Coach with concurrence of the Director of Athletics, ASSISTANT COACH is unable to satisfactorily perform all duties of a NCAA Division I Soccer Assistant Coach. If this AGREEMENT is terminated pursuant to this section, UNIVERSITY and FOUNDATION shall be relieved of all liabilities and/or obligations under this AGREEMENT as of the date of death or disability.

13.0 Termination – General Provisions

13.1. If ASSISTANT COACH terminates the AGREEMENT, or if the AGREEMENT is terminated for cause, UNIVERSITY or FOUNDATION shall not be liable for any payments or benefits after the date of termination, except for amounts previously earned (including supplemental payment) but not yet paid.

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

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

13.4. ASSISTANT COACH may be terminated at any time due to financial circumstances in which the UNIVERSITY or the University of Louisiana System has declaration of financial exigency. In the event of such termination, ASSISTANT COACH will receive as liquidated damages sums payable to ASSISTANT COACH pursuant to paragraphs 4.0 for the remainder of the current Term. Such sum shall be payable by the FOUNDATION solely through its athletic funds. The liquidated damages payment for the current AGREEMENT year shall be

paid within 60 days of termination. All compensation, including salary, benefits, and other remuneration incidental to employment, ceases upon termination.

13.5. Notwithstanding any provision to the contrary, in the event the UNIVERSITY determines for any reason within its sole discretion to discontinue the Program as a Division I sport, the UNIVERSITY shall have the right to terminate this AGREEMENT without further obligation to ASSISTANT COACH. Notice of termination under this Section shall establish a date of termination no less than ninety (90) days from the date of the notice or upon the end of the Term, whichever occurs first. In the event the right to terminate pursuant to this Section is exercised, all obligations of the UNIVERSITY and FOUNDATION shall cease effective on the date of termination.

14.0 Invalid Provisions

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

15.0 Notice Provision

Any notice provided for herein shall be in writing and shall be deemed to have been given when delivered personally to the party who is to receive such notice or three (3) days after it is mailed by U.S. registered, certified, or first-class mail to such party. Alternatively, notice from the UNIVERSITY to ASSISTANT COACH may be delivered electronically to ASSISTANT COACH'S official UNIVERSITY email address. Written, mailed notice to ASSISTANT COACH shall be delivered to ASSISTANT COACH's address on file in Human Resources.

Unless hereinafter changed by written notice to ASSISTANT COACH, any notice to the

UNIVERSITY shall be sent to:

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

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

Davy Norris
Louisiana Tech University Foundation, Inc.
P.O. Box 3183
Ruston, LA 71272

16.0 Merger Clause/No Oral Modification

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

17.0 Sole Remedy

ASSISTANT COACH agrees ASSISTANT COACH's sole and exclusive remedy against UNIVERSITY and FOUNDATION in the event of termination of this AGREEMENT by UNIVERSITY for any reason shall be in accordance with the provisions set forth in this AGREEMENT. To the maximum extent permitted by law, in no event shall either UNIVERSITY

or FOUNDATION be liable for direct, indirect, special, incidental, consequential damages, or punitive damages regardless of the form of action (whether in contract, tort, or otherwise) except as specified in this AGREEMENT.

18.0 Governing Law

This AGREEMENT shall be governed by and construed and interpreted by the laws of the State of Louisiana, without giving effect to any choice of law rules or other conflicting provision or rule that would cause the laws of any other jurisdiction to be applied. Venue for any action arising out of this Agreement shall be in the state and federal courts of the Third Judicial District of Louisiana.

19.0 Agreement Freely and Voluntarily Entered Into

This AGREEMENT is voluntarily entered into by the parties and ASSISTANT COACH acknowledges that she: (a) has consulted with or had the opportunity to consult with independent counsel of ASSISTANT COACH's own choosing concerning this AGREEMENT and (b) has read and understands this AGREEMENT, is competent and of sound mind to execute this AGREEMENT, and is fully aware of its legal effect.

20.0 Compliance with La. R.S. 42:31

To the extent annual compensation under this AGREEMENT exceeds \$100,000, ASSISTANT COACH hereby agrees to provide, within thirty (30) days of the commencement of the Term, proof to UNIVERSITY that ASSISTANT COACH has obtained a Louisiana driver's license and that all registered vehicles of ASSISTANT COACH are registered in Louisiana, all pursuant to La. R.S. 42:31, as amended from time to time.

21.0 Non-Assignment

Neither party may assign, transfer, alienate, or encumber any of its rights or obligations

hereunder without the express written consent of the other party, except as otherwise specifically set forth in this AGREEMENT.

22.0 No Waiver of Default

No waiver by the parties hereto of any default or breach of any covenant, term or condition of this AGREEMENT shall be deemed to be a waiver of any other default or breach of the same or any other covenant, term, or condition contained herein.

23.0 No Waiver of Sovereign Immunity

It is expressly agreed and understood between the parties that nothing contained herein shall be construed to constitute a waiver or relinquishment by the UNIVERSITY of any rights to claim such exemptions, privileges and immunities as may be provided by law.

SIGNATURE PAGE TO FOLLOW

**CONTRACT OF EMPLOYMENT:
ASSOCIATE HEAD SOCCER COACH**

SIGNATURE PAGE

LOUISIANA TECH UNIVERSITY

James B. Henderson
James B. Henderson (Nov 11, 2024 10:46 CST)

By: **DR. JIM HENDERSON**
PRESIDENT

Christopher K. Harwick
Christopher K. Harwick (Nov 17, 2024 19:51 CST)

By: **CHRIS HARWICK**
ASSOCIATE HEAD SOCCER
COACH

Ryan Ivey
Ryan Ivey (Nov 15, 2024 02:51 CST)

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

Steve Valtz
Steve Valtz (Nov 14, 2024 05:35 CST)

By: **STEVE VOLTZ**
HEAD SOCCER COACH

Kyle Kavanaugh

By: **KYLE KAVANAUGH**
SOCCER SPORT ADMINISTRATOR

LOUISIANA TECH UNIVERSITY FOUNDATION, INC.

Davy Norris
Davy Norris (Nov 14, 2024 10:10 CST)

By: **DR. DAVY NORRIS**
SENIOR VICE PRESIDENT/CEO



LOUISIANA TECH UNIVERSITY®

Office of the President

November 8, 2024

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

Dear Mr. Gallot::

Enclosed for your review is the Contract of Employment between **Ms. Stephanie Starr, Assistant Coach, Soccer**, and Louisiana Tech University. Also joining in the contract and consenting to its obligations is the Louisiana Tech University Foundation. The effective date of the Contract of Employment is December 1, 2024, through November 30, 2025.

Please place this item on the ULS Board of Supervisors' agenda for consideration and approval for the **December 2024** meeting.

Once the Board approves, please sign the contract's last page indicating that the Board has approved. Upon approval, please forward a scanned copy of the signed last page to the Office of the President of Louisiana Tech University and keep a copy for the files of the Board of Supervisors. The Office of the President at Louisiana Tech University will distribute a signed copy to Assistant Coach Starr, the Louisiana Tech University Foundation, and Assistant Coach Starr's attorney.

Thank you for your attention to this matter.

Sincerely,

A blue ink signature of Dr. James B. Henderson, consisting of a large, stylized 'J' and 'H' followed by a horizontal line.

Dr. James B. Henderson
President

**CONTRACT OF EMPLOYMENT:
ASSISTANT SOCCER COACH**

STATE OF LOUISIANA

PARISH OF LINCOLN

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The UNIVERSITY does hereby employ ASSISTANT COACH as **ASSISTANT SOCCER COACH** for the Louisiana Tech Soccer Program ("Program"), and ASSISTANT COACH does hereby accept employment and agrees to perform all of the services pertaining to the position outlined herein which are reasonably required of COACH, as well as, other services as may be reasonably contemplated hereunder, all as reasonably prescribed by the UNIVERSITY through its President and Director of Athletics and assigned by the Head Soccer Coach ("HEAD COACH"). ASSISTANT COACH shall be responsible and shall report directly to the HEAD COACH.

2.0 Duties

ASSISTANT COACH shall perform such duties in the University athletic program as the HEAD COACH may reasonably assign. Duties shall include but not be limited to the following:

2.1. Faithfully and conscientiously perform the duties reasonably assigned by the HEAD COACH and maintain the high moral and ethical standards commonly expected of the ASSISTANT COACH as a highly visible representative of the Department of Intercollegiate Athletics at the UNIVERSITY.

2.2. Devote such professional time, attention and energy to ASSISTANT COACH's duties as are required, in UNIVERSITY's reasonable judgment, to faithfully discharge the duties as set forth herein and to avoid any business or professional activities or pursuits that will unreasonably conflict with ASSISTANT COACH's performance of ASSISTANT COACH's duties or will otherwise unreasonably interfere with the UNIVERSITY's interests.

2.3. Recognize and comply with the applicable laws, policies, rules and regulations of the UNIVERSITY, the National Collegiate Athletic Association ("NCAA"), and Conference USA (or any other conference which the UNIVERSITY may become a member of during the Term), as now constituted or as may be amended during the Term hereof. ASSISTANT COACH shall immediately inform HEAD COACH of any suspected violation and assist the investigation and reporting thereof.

2.4. Carry themselves in a professional and sportsman-like manner. ASSISTANT COACH recognized ASSISTANT COACH is a highly visible representative of the UNIVERSITY, whose conduct, both on and off the field, affects the reputation of the institution, the viability of its athletic programs and contracts, and the well-being of its student-athletes.

2.5. ASSISTANT COACH agrees that academic achievement of student-athletes is of the highest importance. ASSISTANT COACH agrees to carry themselves in a manner that supports academic integrity.

2.6. ASSISTANT COACH agrees to make themselves reasonably available for media or other public appearances at such times as the University, through the Department of Intercollegiate Athletics, or FOUNDATION may reasonably designate. Such appearances shall not unreasonably conflict with ASSISTANT COACH's primary duties as **ASSISTANT SOCCER COACH**.

2.7. ASSISTANT COACH agrees to conscientiously observe all UNIVERSITY and NCAA rules pertaining to outside income. ASSISTANT COACH will notify the Director of Athletics and obtain approval, such approval not to be unreasonably withheld, before negotiation for or receiving any athletically-related income or benefits from sources outside UNIVERSITY and will report annually any outside income in compliance with NCAA and UNIVERSITY regulations.

3.0 Term

The term of this AGREEMENT commences December 1, 2024, and ends November 30, 2025. Upon execution of a mutually signed writing, this AGREEMENT may be extended for additional one (1) year periods, each one-year period being a renewal term (the initial term and any and all renewal terms hereinafter referred to individually and collectively as the "Term"). If the parties do not agree to extend the AGREEMENT at the end of the initial term or any renewal term prior to its expiration, this AGREEMENT shall terminate.

4.0 Compensation

4.1 UNIVERSITY agrees to pay ASSISTANT COACH an annual salary of thirty thousand dollars (\$30,000.00) payable in biweekly installments through UNIVERSITY payroll.

5.0 Employee Benefits

UNIVERSITY will provide ASSISTANT COACH the opportunity to participate in benefit plans for health insurance, dental insurance, retirement, disability, and life insurance on a basis consistent with other UNIVERSITY employees of a similar status. Such benefits will be based upon COACH's base annual salary as provided by UNIVERSITY.

6.0 Performance Incentives

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

Performance Incentives		
Conference Regular Season Champion	\$2,500	
NCAA Tournament Participant	\$1,000	
NCAA Tournament Round of 32 Participant	\$1,000	
NCAA Tournament Round of 16 Participant	\$1,000	
NCAA Tournament Final 8 Participant	\$1,000	
NCAA Tournament Final 4 Participant	\$1,000	
NCAA Tournament Final 2 Participant	\$1,000	
NCAA National Championship	\$5,000	
NCAA National Coaching Staff of the Year	\$2,500	As presented by the United Soccer Coaches Organization

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

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

Academic Achievement Incentives	
Annual Team GPA of 3.0-3.49	\$500
OR	OR
Annual Team GPA 3.50-3.74	\$1,000
OR	OR
Annual Team GPA 3.75+	\$2,000
Annual APR Score of 930-949	\$500
OR	OR
Annual APR Score 950-974	\$1,000
OR	OR
Annual APR Score 975+	\$2,000

Academic Achievement Incentive payout may not exceed \$4,000 per contract year.

6.3 Any supplemental payment earned pursuant to this section shall be payable within 60 days of earning from the FOUNDATION, solely from the athletic funds held by the FOUNDATION. Supplemental payments made to ASSISTANT 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 ASSISTANT COACH shall be responsible for all applicable taxes. The FOUNDATION will issue the appropriate informational return to ASSISTANT COACH and to the Internal Revenue Service and provide a copy to the UNIVERSITY.

7.0 Outside Income

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

7.2. ASSISTANT COACH shall be authorized to earn other revenue while employed by the UNIVERSITY, but such activities are independent of ASSISTANT COACH's UNIVERSITY employment, and the UNIVERSITY shall have no responsibility for any claims arising therefrom. All outside income will be subject to approval in accordance with the Board of

Supervisors for the University of Louisiana System policies, such approval not to be unreasonably withheld.

7.3. ASSISTANT COACH shall report annually in writing to the President on or before July 1st all athletically related income from sources outside the UNIVERSITY including, but not limited to, income 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, and the UNIVERSITY shall have reasonable access to all records of ASSISTANT COACH to verify this report (NCAA Bylaw 11.2.2).

8.0 Compliance with NCAA, Conference and University Rules

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

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

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

9.0 Title IX and Sexual Misconduct Policy Reporting and Compliance:

ASSISTANT 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 ASSISTANT COACH is aware of or has reasonable cause to believe is taking place or may have taken place.

The University may terminate this Agreement for cause pursuant to the for-cause-termination provisions of this Agreement for any determined violation by ASSISTANT 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.

10.0 Termination Without Cause

10.1. Either party may terminate this AGREEMENT without cause by providing written notice to the other party specifying the effective date of termination. Should UNIVERSITY terminate the AGREEMENT without cause prior to the expiration of its current Term, it shall be liable to ASSISTANT COACH for liquidated damages which shall include all amounts of Base Salary which would have been owed to ASSISTANT COACH had ASSISTANT COACH completed the current Term. Such damages shall be paid by FOUNDATION in regularly scheduled installments from the date of termination to the end of the current Term.

10.2 Should ASSISTANT COACH terminate this AGREEMENT prior to the first game of the 2025-2026 Soccer season due to taking employment at another Division 1 institution as a soccer coach, ASSISTANT COACH shall owe to the FOUNDATION five thousand dollars (\$5,000.00). ASSISTANT COACH agrees and understands that this provision shall become binding and enforceable upon ASSISTANT COACH' s sole signature below regardless of the presence or lack thereof of any other signatories to this AGREEMENT.

10.3. Any payments due from ASSISTANT COACH under this section shall be due and paid in full to FOUNDATION within thirty (30) days of ASSISTANT COACH's notice of termination.

10.4. Payment by UNIVERSITY and/or FOUNDATION of the amount under this section will constitute a full release of any claim that ASSISTANT COACH might otherwise assert against the UNIVERSITY and FOUNDATION, or any of its representatives, agents or employees. In consideration of this payment, ASSISTANT COACH shall, and does hereby, release and discharge UNIVERSITY and FOUNDATION, its officers and employees, from and against any liability of any nature whatsoever related to or arising out of this AGREEMENT and ASSISTANT

COACH's employment at UNIVERSITY, including, but not limited to, any and all claims arising under or relating to any federal or state constitutions, laws, regulations, or other provision of law.

10.5. Except for the obligation to pay ASSISTANT COACH the amount set forth in Section 10.1, all obligations of UNIVERSITY and FOUNDATION (to the extent not already accrued or vested) to ASSISTANT COACH shall cease as of the effective date of such termination.

10.6. UNIVERSITY's and/or FOUNDATION'S obligation to pay liquidated damages to ASSISTANT COACH, as described in Section 9.1, shall be subject to ASSISTANT COACH's duty to mitigate ASSISTANT COACH's damages. ASSISTANT COACH hereby agrees to mitigate such damages by making reasonable and diligent efforts to obtain employment commensurate with ASSISTANT COACH's qualifications and experience, as soon as reasonably possible after termination of this Contract of Employment. If ASSISTANT COACH should obtain such new employment prior to the last installment payment of liquidated damages, ASSISTANT COACH shall notify the Director of Athletics or designee of such new employment. Any further obligation of UNIVERSITY or FOUNDATION to ASSISTANT COACH shall be reduced by amount of salary or payment from new employment. Employment for purposes of this paragraph shall include any form of employment, including a contract of employment, employment at-will, or employment as an independent contractor.

11.0 Termination With Cause

UNIVERSITY shall have the right to terminate ASSISTANT COACH's employment and this AGREEMENT for cause prior to expiration of the Term. In the event this AGREEMENT is terminated for cause, all obligations of UNIVERSITY or FOUNDATION to make further payment or provide any other consideration hereunder shall cease as of the date of termination, with the

exception of any amounts earned but not yet paid. In addition to its normally understood meaning in employment contracts, the term “cause” shall include, without limitation, any of the following:

11.1. Failure or refusal by ASSISTANT COACH to perform any of the material duties required by this AGREEMENT or reasonably required of a Division I Soccer Assistant Coach, neglect by ASSISTANT COACH of any of the material duties required by this Contract of Employment or reasonably required of a Division I Soccer Assistant Coach, ASSISTANT COACH’s unwillingness to perform such required material duties to the best of ASSISTANT COACH’s ability, or any other material breach of this AGREEMENT; or

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

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

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

11.5. Failure by ASSISTANT COACH to report immediately to the Soccer Head Coach and Athletic Director any violations of Rules or Regulations known by ASSISTANT COACH; or

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

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

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

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

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

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

11.12. Engaging in a consensual sexual relationship with any individual over whom ASSISTANT COACH exercises direct or significant academic, administrative, supervisory, evaluative, counseling or extracurricular authority or influence (Louisiana Tech Policy 1450).

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

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

12.0 Automatic Termination Upon Death or Disability of Coach

This AGREEMENT shall terminate automatically if ASSISTANT COACH dies or becomes physically or mentally disabled to such an extent that, in the judgment of the Head Soccer

Coach with concurrence of the Director of Athletics, ASSISTANT COACH is unable to satisfactorily perform all duties of a NCAA Division I Soccer Assistant Coach. If this AGREEMENT is terminated pursuant to this section, UNIVERSITY and FOUNDATION shall be relieved of all liabilities and/or obligations under this AGREEMENT as of the date of death or disability.

13.0 Termination – General Provisions

13.1. If ASSISTANT COACH terminates the AGREEMENT, or if the AGREEMENT is terminated for cause, UNIVERSITY or FOUNDATION shall not be liable for any payments or benefits after the date of termination, except for amounts previously earned (including supplemental payment) but not yet paid.

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

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

13.4. ASSISTANT COACH may be terminated at any time due to financial circumstances in which the UNIVERSITY or the University of Louisiana System has declaration of financial exigency. In the event of such termination, ASSISTANT COACH will receive as liquidated damages sums payable to ASSISTANT COACH pursuant to paragraphs 4.0 for the remainder of the current Term. Such sum shall be payable by the FOUNDATION solely through its athletic funds. The liquidated damages payment for the current AGREEMENT year shall be

paid within 60 days of termination. All compensation, including salary, benefits, and other remuneration incidental to employment, ceases upon termination.

13.5. Notwithstanding any provision to the contrary, in the event the UNIVERSITY determines for any reason within its sole discretion to discontinue the Program as a Division I sport, the UNIVERSITY shall have the right to terminate this AGREEMENT without further obligation to ASSISTANT COACH. Notice of termination under this Section shall establish a date of termination no less than ninety (90) days from the date of the notice or upon the end of the Term, whichever occurs first. In the event the right to terminate pursuant to this Section is exercised, all obligations of the UNIVERSITY and FOUNDATION shall cease effective on the date of termination.

14.0 Invalid Provisions

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

15.0 Notice Provision

Any notice provided for herein shall be in writing and shall be deemed to have been given when delivered personally to the party who is to receive such notice or three (3) days after it is mailed by U.S. registered, certified, or first-class mail to such party. Alternatively, notice from the UNIVERSITY to ASSISTANT COACH may be delivered electronically to ASSISTANT COACH'S official UNIVERSITY email address. Written, mailed notice to ASSISTANT COACH shall be delivered to ASSISTANT COACH's address on file in Human Resources. Unless hereinafter changed by written notice to ASSISTANT COACH, any notice to the

UNIVERSITY shall be sent to:

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

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

Davy Norris
Louisiana Tech University Foundation, Inc.
P.O. Box 3183
Ruston, LA 71272

16.0 Merger Clause/No Oral Modification

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

17.0 Sole Remedy

ASSISTANT COACH agrees ASSISTANT COACH's sole and exclusive remedy against UNIVERSITY and FOUNDATION in the event of termination of this AGREEMENT by UNIVERSITY for any reason shall be in accordance with the provisions set forth in this AGREEMENT. To the maximum extent permitted by law, in no event shall either UNIVERSITY

or FOUNDATION be liable for direct, indirect, special, incidental, consequential damages, or punitive damages regardless of the form of action (whether in contract, tort, or otherwise) except as specified in this AGREEMENT.

18.0 Governing Law

This AGREEMENT shall be governed by and construed and interpreted by the laws of the State of Louisiana, without giving effect to any choice of law rules or other conflicting provision or rule that would cause the laws of any other jurisdiction to be applied. Venue for any action arising out of this Agreement shall be in the state and federal courts of the Third Judicial District of Louisiana.

19.0 Agreement Freely and Voluntarily Entered Into

This AGREEMENT is voluntarily entered into by the parties and ASSISTANT COACH acknowledges that she: (a) has consulted with or had the opportunity to consult with independent counsel of ASSISTANT COACH's own choosing concerning this AGREEMENT and (b) has read and understands this AGREEMENT, is competent and of sound mind to execute this AGREEMENT, and is fully aware of its legal effect.

20.0 Compliance with La. R.S. 42:31

To the extent annual compensation under this AGREEMENT exceeds \$100,000, ASSISTANT COACH hereby agrees to provide, within thirty (30) days of the commencement of the Term, proof to UNIVERSITY that ASSISTANT COACH has obtained a Louisiana driver's license and that all registered vehicles of ASSISTANT COACH are registered in Louisiana, all pursuant to La. R.S. 42:31, as amended from time to time.

21.0 Non-Assignment

Neither party may assign, transfer, alienate, or encumber any of its rights or obligations

hereunder without the express written consent of the other party, except as otherwise specifically set forth in this AGREEMENT.

22.0 No Waiver of Default

No waiver by the parties hereto of any default or breach of any covenant, term or condition of this AGREEMENT shall be deemed to be a waiver of any other default or breach of the same or any other covenant, term, or condition contained herein.

23.0 No Waiver of Sovereign Immunity

It is expressly agreed and understood between the parties that nothing contained herein shall be construed to constitute a waiver or relinquishment by the UNIVERSITY of any rights to claim such exemptions, privileges and immunities as may be provided by law.

SIGNATURE PAGE TO FOLLOW

**CONTRACT OF EMPLOYMENT:
ASSISTANT SOCCER COACH**

SIGNATURE PAGE

LOUISIANA TECH UNIVERSITY

James B. Henderson
James B. Henderson (Rev 15, 2024 12:02 CST)

By: **DR. JIM HENDERSON**
PRESIDENT

Stephanie Starr
Stephanie Starr (Rev 15, 2024 15:37 CST)

By: **STEPHANIE STARR**
ASSISTANT SOCCER COACH

Ryan Ivey
Ryan Ivey (Rev 15, 2024 12:18 CST)

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

Steve Valtz
Steve Valtz (Rev 15, 2024 12:51 CST)

By: **STEVE VOLTZ**
HEAD SOCCER COACH

Kyle Kavanaugh

By: **KYLE KAVANAUGH**
SOCCER SPORT ADMINISTRATOR

LOUISIANA TECH UNIVERSITY FOUNDATION, INC.

 *Dr. Davy Norris*
Dr. Davy Norris (Rev 15, 2024 14:07 CST)

By: **DR. DAVY NORRIS**
SENIOR VICE PRESIDENT/CEO

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

ATHLETIC COMMITTEE

December 5, 2024

Item G.2. **McNeese State University's** request for approval of a contract addendum with Mr. Brendon Gilroy, Head Track and Field/Cross Country Coach, effective November 6, 2024.

EXECUTIVE SUMMARY

This addendum is to adjust the Head Track and Field / Cross Country Coach's compensation as noted below. The additional compensation is a result of the restructuring of his staff, and incurs no additional expense to the total compensation package between the head coach and the salary pool for the assistants.

- \$68,500 from August 1, 2024 - June 30, 2025
- \$73,500 from July 1, 2025 - June 30, 2026
- \$78,500 from July 1, 2026 - June 30, 2027

University may permit additional (non-recurring) supplemental pay to Coach for team participation in post-season events in accordance and as stipulated by the University policy titled Bonuses for Specific and Extraordinary Achievement and as allowed by NCAA bylaws.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves McNeese State University's request for approval of a contract addendum with Mr. Brendon Gilroy, Head Track and Field/Cross Country Coach, effective November 6, 2024.



OFFICE OF THE PRESIDENT
MCNEESE STATE UNIVERSITY
WADE ROUSSE, PhD

G.2.

Via Electronic Transmittal Only

November 13, 2024

President Richard J. Gallot, Jr.
University of Louisiana System
1201 North Third Street, Suite 7-300
Baton Rouge, LA 70802

Dear President Gallot:

McNeese State University requests consideration and approval of the following to be placed on the agenda for the December 5, 2024 meeting of the Board of Supervisors:

Amendment to an Existing Employment Contract with Brendon Gilroy, Head Track and Field / Cross Country Coach.

Thank you for your assistance in this matter.

Sincerely,

Wade Rousse, PhD
President

Attachments

McNEESE STATE UNIVERSITY

HEAD MEN'S AND WOMEN'S TRACK COACH

CONTRACT OF EMPLOYMENT ADDENDUM

STATE OF LOUISIANA

PARISH OF CALCASIEU

This contract ADDENDUM is made and entered into between McNeese State University through its President Dr. Wade Rousse McNeese State University Foundation represented by Laura Bowers, and **BRENDON GILROY** (hereinafter referred to as "COACH"). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for McNeese State University (the "Board"). Therefore, the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the Board.

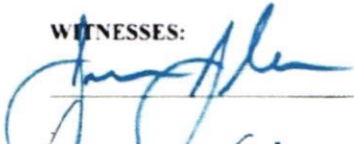

Compensation:

1. In consideration of COACH'S services and satisfactory performance, McNeese State University shall pay COACH a base annual (12-month) salary in the amount below, payable on a monthly basis.

1. August 1, 2024 to June 30, 2025 - \$68,500
2. July 1, 2025 to June 30, 2026 - \$73,500
3. July 1, 2026 to June 30, 2027 - \$78,500

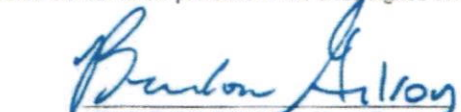
IN WITNESS WHEREOF, the parties have executed this act in the presence of the undersigned competent witness.


WITNESSES:


Jessica Pausson



 Date 11/5/24
BRENDON GILROY, Head Track Coach
McNeese State University

 Date 11/5/24
Heath Schroyer, Director of Athletics
McNeese State University

 Date 11/7/24
Dr. Wade Rousse, President
McNeese State University

 Date 11.5.24
Laura Bowers, Executive Director McNeese Foundation
McNeese State University

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

ATHLETIC COMMITTEE

December 5, 2024

Item G.3. **Southeastern Louisiana University's** request for approval of a contract with Mr. Kyle Vagher, Director of Sports Performance/Strength Coach, effective November 1, 2024.

EXECUTIVE SUMMARY

Under the proposed agreement, effective through December 31, 2027, Director of Sports Performance/Strength Coach's annual salary is \$64,575. He will receive an additional \$5,000 from the Lion Athletics Association (LAA) – Football Restricted Fund for each year of the contract. In addition, in year two an additional \$10,000 will be funded from the LAA – General Fund, and in year three an additional \$20,000 will be funded from LAA – General Fund. He may be provided the use of a vehicle, and will be required to maintain appropriate insurance as required (if vehicle is available) and, if not available, he shall receive a monthly vehicle allowance of \$500.

The University shall pay the amount of base salary owed to Director of Sports Performance/Strength Coach as outlined in Sections 3.1 and 3.2 from the date of termination to the end of the fiscal year in which he is terminated. The LAA shall pay the amount owed to him as outlined in Section 3.3 from the date of termination to the end of the fiscal year in which he is terminated. Any remaining portion of money owed to him as outlined in Sections 3.1 and 3.2 for the period after the fiscal year in which he is terminated shall be paid by the LAA.

In the event the Director of Sports Performance/Strength Coach terminates the contract without cause to accept a position as Director of Sports Performance/Strength Coach, he will be liable to the University for liquidated damages in the amount of \$5,000.

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Southeastern Louisiana University's request for approval of a contract with Mr. Kyle Vagher, Director of Sports Performance/Strength Coach, effective November 1, 2024.

**CONTRACT OF EMPLOYMENT
DIRECTOR OF SPORTS PERFORMANCE/STRENGTH COACH**

**STATE OF LOUISIANA
PARISH OF TANGIPAHOA**

This agreement is made and entered into on this 1st day of November, 2024 between Southeastern Louisiana University through its President, Dr. William Wainwright and Kyle Vagher (hereinafter referred to as "COACH"). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for Southeastern Louisiana University and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the Board.

1.0 Employment

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

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

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

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

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

2.0 Term

2.1 The term of this agreement is, commencing on the 1st day of November, 2024 and terminating without further notice to COACH on the 31st DAY day of December, 2027 unless extended under the terms of this agreement.

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

3.0 Compensation

3.1 In consideration of COACH'S services and satisfactory performance of this agreement, the UNIVERSITY shall pay COACH a base annual salary of \$ 64,575 for the term of this agreement on a bi-weekly basis.

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

3.3 The COACH shall be paid an additional \$ 5,000 per year for each year of this agreement from the Lion Athletics Association (LAA) – Football Restricted Fund. In addition, in year two an additional \$10,000 will be funded from the LAA - General Fund, and in year three an additional \$20,000 will be funded from LAA - General Fund.

3.4 The UNIVERSITY does not guarantee amounts due under this contract beyond the current year of performance. Should the contract be terminated for any reason amounts due shall be determined in accordance with paragraph 9.

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.

4.2 Courtesy/Leased Vehicle Benefit

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

4.3 The University will provide COACH with up to six (6) tickets per home game.

5.0 Outside Income-Subject to Compliance with Board Rules

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

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

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

6.0 Compliance with NCAA, Conference and University Rules

6.1 COACH shall abide by the rules and regulations of the NCAA, Conference and University rules, Board of Supervisor rules, and the Laws of the State of Louisiana. COACH shall also promote an atmosphere of compliance and monitor the compliance of COACH's staff (NCAA Bylaw 11.1.1). If COACH is found in violation of NCAA regulations, the COACH shall be subject

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

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

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

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

7.0 Title IX and Sexual Misconduct Policy Reporting and Compliance

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

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

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

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

8.0 Coaching Staff

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

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

9.0 Termination

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

follows:

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

9.2 In the event that COACH terminates the contract to take another DIRECTOR of SPORTS PERFORMANCE/STRENGTH COACH position, the COACH will owe the University the following:

- Termination during first contract year: \$5,000.
- Termination during second contract year: \$5,000.
- Termination after the conclusion of the second contract year: \$5,000.

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

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

- (a) Misconduct, including but not limited to: hostile workplace violations, documented acts of moral turpitude, acts of violence and aggression, and insubordination.
- (b) Misconduct that: (1) violates state or University ethics laws, rules or regulations; (2) offends the ethics or traditions of the University; or (3) brings discredit or harm to the reputation of the University. This would include

speaking negatively in the community about the UNIVERSITY, its Administration, and/or Staff.

- (c) Acts of violence or personal conduct, or condoning or encouraging employees or student-athletes in such conduct, which may not warrant criminal prosecution but result in public disrepute, contempt, scandal or ridicule that reflects unfavorably upon the reputation or mission of the University.
- (d) Substantial and manifest incompetence.
- (e) Violation or gross disregard of state or federal laws.
- (f) Deliberate and serious violations of NCAA, conference, or UNIVERSITY rules, regulations, policies or procedures.
- (g) Failure to promote an atmosphere of compliance pursuant to NCAA Bylaw 11.1.1.1
- (h) Unethical conduct pursuant to NCAA Bylaw 10.1
- (i) The Team's multi-year APR falling below the NCAA minimum at any time during the contract.
- (j) Any determined violation of Title IX of the Education Amendments of 1972.

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

9.5 Either party may opt to terminate this contract in the event that UNIVERSITY's athletics program undergoes a division reclassification. In the event of such termination, COACH

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

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

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

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

10.0 Force Majeure

Neither party shall be considered in default of performance of his or its obligations under this Agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected

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

11.0 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.

 11/14/24
PRESIDENT -Dr. William Wainwright Date
Southeastern Louisiana University

 11/13/24
Jay Artigues Date
DIRECTOR OF ATHLETICS

 11/12/24
Kyle Vagher Date
DIRECTOR OF SPORTS
PERFORMANCE/STRENGTH COACH

 11/13/2024
PRESIDENT Date
LION ATHLETICS ASSOCIATION

BETWEEN:

STATE OF LOUISIANA

Southeastern Louisiana University AND

PARISH OF TANGIPAHOA

Lion Athletics Association AND

DIRECTOR OF SPORTS
PERFORMANCE/STRENGTH COACH

AGREEMENT
DIRECTOR OF SPORTS PERFORMANCE/STRENGTH COACH

This is an agreement between the Lion Athletics Association, Southeastern Louisiana University, and Kyle Vagher, the University DIRECTOR OF SPORTS PERFORMANCE / STRENGTH COACH.

1.

The Lion Athletics Association desires to assist and aid Southeastern Louisiana University in the employment of the COACH. To that end, the Lion Athletics Association agrees to pay any sums which may be due upon the termination of the COACH as per the Termination Section 9.0. This does not include any sums which may be due to COACH by the University for the current contract year.

2.


The Lion Athletics Association acknowledges that it has agreed to pay or supplement the salary of the DIRECTOR OF SPORTS PERFORMANCE/STRENGTH COACH in the amount as per paragraph 3.0 of the COACH's Contract of Employment with Southeastern Louisiana University.

3.

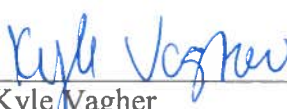
The Lion Athletics Association and DIRECTOR OF SPORTS PERFORMANCE /

STRENGTH COACH hereby acknowledge that they have been provided a copy of this agreement and the COACH's contract, and all agree to be bound by the terms of each agreement.

Entered into this _____ day of _____, 20____.


PRESIDENT -Dr. William Wainwright Date
Southeastern Louisiana University


Jay Artigues 11/13/24
DIRECTOR OF ATHLETICS Date


Kyle Vagher 11/12/24
DIRECTOR OF SPORTS Date
PERFORMANCE/STRENGTH COACH


PRESIDENT 11/3/2024
LION ATHLETICS ASSOCIATION Date

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

ATHLETIC COMMITTEE

December 5, 2024

Item G.4. **Southeastern Louisiana University's** request for approval of contractual agreements between various Assistant Coaches, Southeastern Louisiana University, and the Lion Athletics Association.

EXECUTIVE SUMMARY

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

- **Jack Hartley, Assistant Women's Soccer Coach** - Under the proposed agreement from September 1, 2024 through November 30, 2025, Assistant Coach's annual salary is \$31,726.
- **Spencer Goodwin, Assistant Baseball Coach** - Under the proposed agreement from September 1, 2024 through June 30, 2025, Assistant Coach's annual salary is \$35,000.
- **Kibwe' Johnson, Assistant Track and Field Coach** - Under the proposed agreement from October 14, 2024 through June 30, 2025, Assistant Coach's annual salary is \$36,080. The Lion Athletics Association (LAA) agrees to fund \$3,608 of Assistant Coach's base annual salary.
- **Amy Grabiec, Assistant Women's Volleyball Coach** - Under the proposed agreement from July 26, 2024 through May 31, 2025, Assistant Coach's annual salary is \$30,000. The Lion Athletics Association (LAA) agrees to fund \$1,125 of Assistant Coach's base annual salary.

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Southeastern Louisiana University's request for approval of contracts with the following Assistant Coaches: Mr. Jack Hartley, Assistant Women's Soccer Coach; Mr. Spencer Goodwin, Assistant Baseball Coach; Mr. Kibwe' Johnson, Assistant Track and Field Coach; and Ms. Amy Grabiec, Assistant Women's Volleyball Coach.

**CONTRACT OF EMPLOYMENT
ASSISTANT BASEBALL COACH**

**STATE OF LOUISIANA
PARISH OF TANGIPAHOA**

This agreement is made and entered into on this 1st day of September, 2024 between Southeastern Louisiana University through its President, Dr. William Wainwright and Spencer Goodwin (hereinafter referred to as "ASSISTANT COACH"). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for Southeastern Louisiana University, and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the Board.

1.0 Employment

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

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

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

1 Coach Initial: SG Admin Initial:

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

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

2.0 Term

2.1 The term of this agreement is for a fixed period, commencing on the 1st day of September, 2024 and terminating without further notice to ASSISTANT COACH on the 30th day of June, 2025 unless extended under the terms of this agreement.

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

3.0 Compensation

3.1 In consideration of ASSISTANT COACH 'S services and satisfactory performance of this agreement, the UNIVERSITY shall pay ASSISTANT COACH a base annual salary of \$35,000 for the term of this agreement on a bi-weekly basis.

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

unclassified staff service.

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

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

4.0 Employee Benefits

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

4.2 Courtesy/Leased Vehicle Benefit

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

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

5.0 Outside Income-Subject to Compliance with Board Rules

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

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

6.0 Compliance with NCAA, Conference and University Rules

6.1 ASSISTANT COACH shall abide by the rules and regulations of the NCAA, Conference and University rules, Board of Supervisor rules, and the Laws of the State of Louisiana. ASSISTANT COACH shall also promote an atmosphere of compliance and monitor the compliance of ASSISTANT COACH's staff (NCAA Bylaw 11.1.1). If ASSISTANT COACH is found in violation of NCAA regulations, the ASSISTANT COACH shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA Bylaw 11.2.1). ASSISTANT COACH may be suspended

for a period of time, without pay, or the employment of ASSISTANT COACH may be terminated if ASSISTANT COACH is found to be involved in deliberate, serious, and/or repetitive violations of NCAA, Conference and University regulations (NCAA Bylaw 11.2.1).

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

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

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

7.0 Title IX and Sexual Misconduct Policy Reporting and Compliance

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

of a violation of Title IX and/or the University's or the University of Louisiana System's Sexual Misconduct Policy that ASSISTANT COACH is aware of or has reasonable cause to believe is taking place or may have taken place.

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

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

8.0 Termination

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

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

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

- (a) Misconduct, including but not limited to: hostile workplace violations, documented acts of moral turpitude, acts of violence and aggression, and insubordination.
- (b) Misconduct that: (1) violates state or University ethics laws, rules or regulations; (2) offends the ethics or traditions of the University; or (3) brings discredit or harm to the reputation of the University. This would include speaking negatively in the community about the UNIVERSITY, its Administration, and/or Staff.
- (c) Acts of violence or personal conduct, or condoning or encouraging employees or student-athletes in such conduct, which may not warrant criminal prosecution but result in public disrepute, contempt, scandal or ridicule that reflects unfavorably upon the reputation or mission of the University.
- (d) Substantial and manifest incompetence
- (e) Violation or gross disregard of state or federal laws
- (f) Deliberate and serious violations of NCAA, conference, or UNIVERSITY rules, regulations, policies or procedures.
- (g) Failure to promote an atmosphere of compliance pursuant to NCAA Bylaw 11.1.1
- (h) Unethical conduct pursuant to NCAA Bylaw 10.1
- (i) Any determined violation of Title IX of the Education Amendments of 1972.

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

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

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

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

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

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


9.0 Force Majeure

Neither party shall be considered in default of performance of his or its obligations under this Agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not

limited to war, hostilities, revolution, civil commotion, strike, lockout, epidemic, accident, fire, wind or flood or any requirements of law, or an act of God.

10.0 Severability

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


PRESIDENT -Dr. William Wainwright
Southeastern Louisiana University

11/14/24
Date


Jay Artigues
DIRECTOR OF ATHLETICS

11/13/24
Date


Spencer Goodwin
ASSISTANT COACH, MEN'S BASEBALL

11/13/2024
Date


PRESIDENT
LION ATHLETICS ASSOCIATION

11/13/2024
Date

BETWEEN:

STATE OF LOUISIANA

Southeastern Louisiana University AND

PARISH OF TANGIPAHOA

Lion Athletics Association AND

ASSISTANT BASEBALL COACH

AGREEMENT
ASSISTANT BASEBALL COACH

This is an agreement between the Lions Athletic Association, Southeastern Louisiana University, and Spencer Goodwin the University ASSISTANT BASEBALL COACH.

1.0

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

2.0


The Lion Athletics Association acknowledges that it has agreed to pay or supplement the salary of the ASSISTANT BASEBALL Coach in the amount as per Paragraph 3.0 of the ASSISTANT COACH's Contract of Employment with Southeastern Louisiana University.

3.0

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

10 Coach Initial: SG Admin Initial: 


Entered into this _____ day of _____, 20__.


PRESIDENT -Dr. William Wainwright
Southeastern Louisiana University

11/14/24
Date


Jay Artigues
DIRECTOR OF ATHLETICS

11/13/24
Date


Spencer Goodwin
ASSISTANT COACH - MEN'S BASEBALL

11/13/2024
Date


PRESIDENT
LION ATHLETICS ASSOCIATION

11/13/2024
Date

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

**STATE OF LOUISIANA
PARISH OF TANGIPAHOA**

This agreement is made and entered into on this 26th day of October, 2024 between Southeastern Louisiana University through its President, Dr. William Wainwright and Amy Grabiec (hereinafter referred to as "ASSISTANT COACH"). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for Southeastern Louisiana University, and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the Board.

1.0 Employment

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

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

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

1 Coach Initial: AG Admin Initial: [Signature]

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

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

2.0 Term

2.1 The term of this agreement is for a fixed period, commencing on the 26th day of July, 2024 and terminating without further notice to ASSISTANT COACH on the 31st day of May, 2025 unless extended under the terms of this agreement.

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

3.0 Compensation

3.1 In consideration of ASSISTANT COACH 'S services and satisfactory performance of this agreement, the UNIVERSITY shall pay ASSISTANT COACH a base annual salary of \$30,000 for the term of this agreement on a bi-weekly basis.

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

staff service.

3.3 The Lion Athletics Association (LAA) agrees to fund \$1,125 of ASSISTANT COACH's base annual salary.

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

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

4.0 Employee Benefits

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

4.2 Courtesy/Leased Vehicle Benefit

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

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

season home athletics competitions.

5.0 Outside Income-Subject to Compliance with Board Rules

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

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

6.0 Compliance with NCAA, Conference and University Rules

6.1 ASSISTANT COACH shall abide by the rules and regulations of the NCAA, Conference and University rules, Board of Supervisor rules, and the Laws of the State of Louisiana. ASSISTANT COACH shall also promote an atmosphere of compliance and monitor the compliance of ASSISTANT COACH's staff (NCAA Bylaw 11.1.1). If ASSISTANT COACH is found in violation of NCAA regulations, the ASSISTANT COACH shall be subject to disciplinary or corrective action as set forth in

the NCAA enforcement procedures (NCAA Bylaw 11.2.1). ASSISTANT COACH may be suspended for a period of time, without pay, or the employment of ASSISTANT COACH may be terminated if ASSISTANT COACH is found to be involved in deliberate, serious, and/or repetitive violations of NCAA, Conference and University regulations (NCAA Bylaw 11.2.1).

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

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

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

7.0 Title IX and Sexual Misconduct Policy Reporting and Compliance

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

Title IX and/or the University's or the University of Louisiana System's Sexual Misconduct Policy that ASSISTANT COACH is aware of or has reasonable cause to believe is taking place or may have taken place.

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

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

8.0 Termination

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

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

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

- (a) Misconduct, including but not limited to: hostile workplace violations, documented acts of moral turpitude, acts of violence and aggression, and insubordination.
- (b) Misconduct that: (1) violates state or University ethics laws, rules or regulations; (2) offends the ethics or traditions of the University; or (3) brings discredit or harm to the reputation of the University. This would include speaking negatively in the community about the UNIVERSITY, its Administration, and/or Staff.
- (c) Acts of violence or personal conduct, or condoning or encouraging employees or student-athletes in such conduct, which may not warrant criminal prosecution but result in public disrepute, contempt, scandal or ridicule that reflects unfavorably upon the reputation or mission of the University.
- (d) Substantial and manifest incompetence
- (e) Violation or gross disregard of state or federal laws
- (f) Deliberate and serious violations of NCAA, conference, or UNIVERSITY rules, regulations, policies or procedures.
- (g) Failure to promote an atmosphere of compliance pursuant to NCAA Bylaw 11.1.1
- (h) Unethical conduct pursuant to NCAA Bylaw 10.1
- (i) Any determined violation of Title IX of the Education Amendments of 1972.

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

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

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

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


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

9.0 Force Majeure

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

10.0 Severability

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


PRESIDENT -Dr. William Wainwright
Southeastern Louisiana University

Date

11/19/24


Jay Artigues
DIRECTOR OF ATHLETICS

11/13/24


Amy Grabec
ASSISTANT COACH - WOMEN'S VOLLEYBALL

11/13/24

Date


PRESIDENT
LION ATHLETICS ASSOCIATION

11/13/2024

Date

BETWEEN:

STATE OF LOUISIANA

Southeastern Louisiana University AND

PARISH OF TANGIPAHOA

Lion Athletics Association AND

ASSISTANT WOMEN'S VOLLEYBALL COACH

AGREEMENT
ASSISTANT WOMEN'S VOLLEYBALL COACH

This is an agreement between the Lions Athletic Association, Southeastern Louisiana University, and Amy Grabiec, the University ASSISTANT WOMEN'S VOLLEYBALL COACH.

1.0

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

2.0

The Lion Athletics Association acknowledges that it has agreed to pay or supplement the salary of the ASSISTANT WOMEN'S VOLLEYBALL Coach in the amount as per paragraph 3.0 of the ASSISTANT COACH's Contract of Employment with Southeastern Louisiana University.

3.0


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

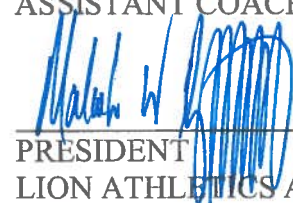
10 Coach Initial: AG Admin Initial: [Signature]

Entered into this _____ day of _____, 20__.


PRESIDENT -Dr. William Wainwright Date 11/14/24
Southeastern Louisiana University


Jay Artigues Date 11/13/24
DIRECTOR OF ATHLETICS


Amy Grabiec Date 11/13/24
ASSISTANT COACH - WOMEN'S VOLLEYBALL


PRESIDENT Date 11/13/2024
LION ATHLETICS ASSOCIATION

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

**STATE OF LOUISIANA
PARISH OF TANGIPAHOA**

This agreement is made and entered into on this 1st day of September, 2024 between Southeastern Louisiana University through its President, Dr. William Wainwright and Jack Hartley (hereinafter referred to as "ASSISTANT COACH"). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for Southeastern Louisiana University, and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the Board.

1.0 Employment

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

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

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

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

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

2.0 Term

2.1 The term of this agreement is for a fixed period, commencing on the 1st day of September, 2024 and terminating without further notice to ASSISTANT COACH on the 30th day of November, 2025 unless extended under the terms of this agreement.

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

3.0 Compensation

3.1 In consideration of ASSISTANT COACH 'S services and satisfactory performance of this agreement, the UNIVERSITY shall pay ASSISTANT COACH a base annual salary of \$31,726 for the term of this agreement on a bi-weekly basis.

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

adjustments according to economic circumstances that affect all similarly compensated employees in the unclassified staff service.

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

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

4.0 Employee Benefits

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

4.2 Courtesy/Leased Vehicle Benefit

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

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

5.0 Outside Income-Subject to Compliance with Board Rules

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

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

6.0 Compliance with NCAA, Conference and University Rules

6.1 ASSISTANT COACH shall abide by the rules and regulations of the NCAA, Conference and University rules, Board of Supervisor rules, and the Laws of the State of Louisiana. ASSISTANT COACH shall also promote an atmosphere of compliance and monitor the compliance of ASSISTANT COACH's staff (NCAA Bylaw 11.1.1). If ASSISTANT COACH is found in violation of NCAA regulations, the ASSISTANT COACH shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA Bylaw 11.2.1). ASSISTANT COACH may be suspended

for a period of time, without pay, or the employment of ASSISTANT COACH may be terminated if ASSISTANT COACH is found to be involved in deliberate, serious, and/or repetitive violations of NCAA, Conference and University regulations (NCAA Bylaw 11.2.1).

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

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

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

7.0 Title IX and Sexual Misconduct Policy Reporting and Compliance

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

of a violation of Title IX and/or the University's or the University of Louisiana System's Sexual Misconduct Policy that ASSISTANT COACH is aware of or has reasonable cause to believe is taking place or may have taken place.

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

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

8.0 Termination

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

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

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

- (a) Misconduct, including but not limited to: hostile workplace violations, documented acts of moral turpitude, acts of violence and aggression, and insubordination.
- (b) Misconduct that: (1) violates state or University ethics laws, rules or regulations; (2) offends the ethics or traditions of the University; or (3) brings discredit or harm to the reputation of the University. This would include speaking negatively in the community about the UNIVERSITY, its Administration, and/or Staff.
- (c) Acts of violence or personal conduct, or condoning or encouraging employees or student-athletes in such conduct, which may not warrant criminal prosecution but result in public disrepute, contempt, scandal or ridicule that reflects unfavorably upon the reputation or mission of the University.
- (d) Substantial and manifest incompetence
- (e) Violation or gross disregard of state or federal laws
- (f) Deliberate and serious violations of NCAA, conference, or UNIVERSITY rules, regulations, policies or procedures.
- (g) Failure to promote an atmosphere of compliance pursuant to NCAA Bylaw 11.1.1
- (h) Unethical conduct pursuant to NCAA Bylaw 10.1
- (i) Any determined violation of Title IX of the Education Amendments of 1972.

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

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

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

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

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

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


9.0 Force Majeure

Neither party shall be considered in default of performance of his or its obligations under this Agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not

limited to war, hostilities, revolution, civil commotion, strike, lockout, epidemic, accident, fire, wind or flood or any requirements of law, or an act of God.

10.0 Severability

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

 11/14/24
PRESIDENT -Dr. William Wainwright Date
Southeastern Louisiana University

 11/13/24
Jay Artigues Date
DIRECTOR OF ATHLETICS

 11/12/24
Jack Hartley Date
ASSISTANT COACH- WOMEN'S SOCCER

 11/13/2024
PRESIDENT Date
LION ATHLETICS ASSOCIATION

BETWEEN:

STATE OF LOUISIANA

Southeastern Louisiana University AND

PARISH OF TANGIPAHOA

Lion Athletics Association AND

ASSISTANT WOMEN'S SOCCER COACH

AGREEMENT
ASSISTANT WOMEN'S SOCCER COACH

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

1.0

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

2.0

The Lion Athletics Association acknowledges that it has agreed to pay or supplement the salary of the ASSISTANT WOMEN'S SOCCER Coach in the amount as per Paragraph 3.0 of the ASSISTANT COACH's Contract of Employment with Southeastern Louisiana University.

3.0


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

Entered into this _____ day of _____, 20____.

 11/14/24
PRESIDENT -Dr. William Wainwright Date
Southeastern Louisiana University

 11/13/24
Jay Artigues Date
DIRECTOR OF ATHLETICS

 11/12/24
Jack Hartley Date
ASSISTANT COACH - WOMEN'S SOCCER

 11/13/2024
PRESIDENT Date
LION ATHLETICS ASSOCIATION

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

**STATE OF LOUISIANA
PARISH OF TANGIPAHOA**

This agreement is made and entered into on this 14th day of October, 2024 between Southeastern Louisiana University through its President, Dr. William Wainwright and Kibwe' Johnson (hereinafter referred to as "ASSISTANT COACH"). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for Southeastern Louisiana University, and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the Board.

1.0 Employment

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

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

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

1 Coach Initial:  Admin Initial: 

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

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

2.0 Term

2.1 The term of this agreement is for a fixed period, commencing on the 14th day of October, 2024 and terminating without further notice to ASSISTANT COACH on the 30th day of June, 2025 unless extended under the terms of this agreement.

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

3.0 Compensation

3.1 In consideration of ASSISTANT COACH 'S services and satisfactory performance of this agreement, the UNIVERSITY shall pay ASSISTANT COACH a base annual salary of \$36,080 for the term of this agreement on a bi-weekly basis.

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

adjustments according to economic circumstances that affect all similarly compensated employees in the unclassified staff service.

3.3 The Lion Athletics Association (LAA) agrees to fund \$3,608 of ASSISTANT COACH's base annual salary.

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

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

4.0 Employee Benefits

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

4.2 Courtesy/Leased Vehicle Benefit

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

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

5.0 Outside Income-Subject to Compliance with Board Rules

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

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

6.0 Compliance with NCAA, Conference and University Rules

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

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

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

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

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

7.0 Title IX and Sexual Misconduct Policy Reporting and Compliance

7.1 ASSISTANT COACH shall promptly report to the University's Title IX Coordinator any Known Violation(s) of the University or the University of Louisiana System's Sexual Misconduct Policy (including, but not limited to sexual harassment, sexual assault, sexual exploitation, domestic violence

and stalking) that involve any student, faculty, or staff or that is in connection with a University sponsored activity or event. Any emergency shall be immediately reported to 911 and/or law enforcement. For purposes of this paragraph a "Known Violation" shall mean a violation or an allegation of a violation of Title IX and/or the University's or the University of Louisiana System's Sexual Misconduct Policy that ASSISTANT COACH is aware of or has reasonable cause to believe is taking place or may have taken place.

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

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

8.0 Termination

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

- (a) The University shall pay the amount of base salary owed to ASSISTANT COACH as outlined in Section 3.1 and 3.2 from the date of termination to the end of the fiscal year in which the ASSISTANT COACH is terminated.

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

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

- (a) Misconduct, including but not limited to: hostile workplace violations, documented acts of moral turpitude, acts of violence and aggression, and insubordination.
- (b) Misconduct that: (1) violates state or University ethics laws, rules or regulations; (2) offends the ethics or traditions of the University; or (3) brings discredit or harm to the reputation of the University. This would include speaking negatively in the community about the UNIVERSITY, its Administration, and/or Staff.
- (c) Acts of violence or personal conduct, or condoning or encouraging employees or student-athletes in such conduct, which may not warrant criminal prosecution but result in public disrepute, contempt, scandal or ridicule that reflects unfavorably upon the reputation or mission of the University.
- (d) Substantial and manifest incompetence
- (e) Violation or gross disregard of state or federal laws
- (f) Deliberate and serious violations of NCAA, conference, or UNIVERSITY rules, regulations, policies or procedures.
- (g) Failure to promote an atmosphere of compliance pursuant to NCAA Bylaw 11.1.1
- (h) Unethical conduct pursuant to NCAA Bylaw 10.1
- (i) Any determined violation of Title IX of the Education Amendments of 1972.



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

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

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

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

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

9.0 Force Majeure

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

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

10.0 Severability

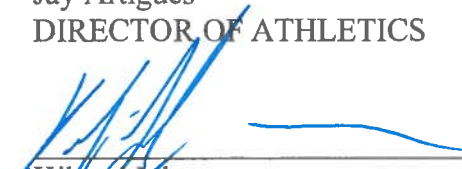
If any provision of this Agreement shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or to alter the bounds thereof in order to render it valid and enforceable.


PRESIDENT -Dr. William Wainwright
Southeastern Louisiana University

11/14/24
Date


Jay Artigues
DIRECTOR OF ATHLETICS

11/13/24
Date


Kibwe Johnson
ASSISTANT COACH - TRACK AND FIELD

11/15/24
Date


PRESIDENT
LION ATHLETIC ASSOCIATION

11/13/2024
Date





BETWEEN:

STATE OF LOUISIANA

Southeastern Louisiana University AND

PARISH OF TANGIPAHOA

Lion Athletics Association AND

ASSISTANT TRACK AND FIELD COACH

AGREEMENT
ASSISTANT TRACK AND FIELD COACH

This is an agreement between the Lions Athletic Association, Southeastern Louisiana University, and Kibwe' Johnson the University ASSISTANT TRACK AND FIELD COACH.

1.0

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

2.0


The Lion Athletics Association acknowledges that it has agreed to pay or supplement the salary of the ASSISTANT TRACK AND FIELD Coach in the amount as per Paragraph 3.0 of the ASSISTANT COACH's Contract of Employment with Southeastern Louisiana University.

3.0


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



Entered into this _____ day of _____, 20__.

 11/14/24
PRESIDENT -Dr. William Wainwright Date
Southeastern Louisiana University

 11/13/24
Jay Artigues Date
DIRECTOR OF ATHLETICS

 11/13/24
Kibwe Johnson Date
ASSISTANT COACH - TRACK AND FIELD

 11/13/2024
PRESIDENT Date
LION ATHLETICS ASSOCIATION