

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

ATHLETIC COMMITTEE

April 25, 2024

Item F.1. **Louisiana Tech University's** request for approval of a contract with Mr. Ryan Ivey, Vice President and Director of Athletics, effective March 11, 2024.

EXECUTIVE SUMMARY

Under the proposed four-year agreement from March 11, 2024 through March 10, 2028, Vice President and Director of Athletics' annual salary is \$225,000. The agreement also stipulates that the Louisiana Tech University Foundation (LTUF) will pay Vice President and Director of Athletics compensation for his role as a fundraiser for the LTUF and to promote Louisiana Tech's athletic programs \$75,000 annually. Each contract year is defined as from March 11 through March 10.

In addition, the LTUF agrees to pay the Vice President and Director of Athletics certain supplemental payments as stipulated in the contract, capped at \$15,000 per contract year for team performance incentives and \$15,000 per year for academic performance incentives. Also, he will be given the opportunity to earn revenue generation supplemental payments as stipulated in the contract from the LTUF of up to \$25,000 per contract year if certain fundraising goals are met for each fiscal year.

In the event the University terminates this agreement without cause, the LTUF, solely through its athletics funds, shall be liable to Vice President and Director of Athletics for 50% of the remaining compensation under the contract, both the University and LTUF portions.

In the event that the Vice President and Director of Athletics accepts employment as an athletic director at another college or university or accepts employment elsewhere during the term of this contract, Vice President and Director of Athletics shall pay the LTUF 50% of the remaining compensation under the contract, both the University and LTUF portions.

The University and the Louisiana Tech University Foundation signed this joint agreement with the Vice President and Director of Athletics.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Louisiana Tech University's request for approval of a contract with Mr. Ryan Ivey, Vice President and Director of Athletics, effective March 11, 2024.



F.1.

LOUISIANA TECH
UNIVERSITY

Office of the President

March 28, 2024

LADIES AND GENTLEMEN OF THE BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM:

Dear Mr. Gallot,

Attached for your review is a draft Contract of Employment between Mr. Ryan Ivey, Louisiana Tech University, and the Louisiana Tech University Foundation for the position of Vice President and Director of Athletics. The effective date of the contract is March 11, 2024, to March 10, 2028.

Please place this item on the ULS Board of Supervisors' agenda for consideration and approval at the April meeting.

Upon approval by the Board, please sign the last page of the contract and return to me for distribution.

Thank you for your attention to this matter.

Sincerely,

A blue ink signature of Dr. James B. Henderson, written in a cursive style.

Dr. James B. Henderson
President

CONTRACT OF EMPLOYMENT:
VICE PRESIDENT AND DIRECTOR OF ATHLETICS

STATE OF LOUISIANA

PARISH OF LINCOLN

THIS AGREEMENT made and entered into as of this _____ day of _____, 2024, between Louisiana Tech University (hereinafter referred to as "UNIVERSITY") and Ryan Ivey (hereinafter referred to as "A.D.") with the concurrence of the Louisiana Tech University Foundation, Inc. (hereinafter referred to as "FOUNDATION"). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for Louisiana Tech 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.

WITNESSETH

1. **Employment.** The UNIVERSITY does hereby employ A.D. as Vice President and Director of Athletics of LOUISIANA TECH UNIVERSITY, Ruston, Louisiana, and A.D. does hereby accept such employment and agrees to perform all those services and duties, both scholastic and athletic, required of A.D. pertaining to the sports programs at UNIVERSITY as prescribed by the UNIVERSITY through its duly authorized President. Such duties include, but are not limited to, managing the intercollegiate athletics program and activities of the University, marketing, fundraising, and other activities designed to promote the University's athletics program and the academic achievement of its student-athletes, and such other duties as may be assigned by the President.

2. **Term.** The term of this Agreement shall be for a definite term, commencing on March 11, 2024 and ending on March 10, 2028, unless terminated sooner in accordance with the terms of this Agreement or extended by mutual written agreement of the parties, and approved by the Board. A.D. shall undergo a comprehensive performance review following the first twenty-four (24) months of this Agreement where a potential extension of the term of this Agreement will be discussed.

3. **Salary.** The UNIVERSITY agrees to pay A.D. a base annual salary of Two Hundred Twenty-five Thousand dollars (\$225,000), payable in bi-weekly installments through UNIVERSITY payroll during the term of this Agreement.

4. **Foundation Compensation.** FOUNDATION, solely through its athletics funds, shall pay A.D. Seventy-five Thousand dollars (\$75,000) annually to be paid in equal monthly installments for A.D.'s role as an advancement professional and for his promotional appearances at events sponsored by or participated in by the Division of University Advancement. A.D. accepts his role with the FOUNDATION as an independent contractor and agrees that the services provided pursuant to that role are in his capacity as an independent contractor and not as an agent or employee of the UNIVERSITY or the FOUNDATION. Payments made to A.D. 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 A.D. shall be responsible for all applicable taxes.

Payment from FOUNDATION is contingent upon A.D.'s participation in fundraising and promotional activities to acquire private funding for Louisiana Tech Athletics. A.D. shall not unreasonably refuse to engage in personal contact (telephone calls, lunches, dinners, social engagements, etc.) with sponsors, potential sponsors, donors and/or potential donors to generate

or increase revenues provided such requests do not interfere with A.D.'s duties owed to the UNIVERSITY.

5. **Team Performance Incentive Compensation.** In recognition of exemplary performance of certain college sports and the additional work that is required for post-season games and events, and as an incentive for A.D. to achieve the goals described below, and since such additional work from these post season appearances generally results in an influx of private gifts to the FOUNDATION, the FOUNDATION, solely from the athletics funds held by the FOUNDATION, agrees to pay to A.D. the following incentive payments within sixty (60) days after the goal is achieved, subject to the annual contract year cap listed below:

- A. For each complete football season during the Term of this Agreement, A.D. shall be entitled to \$15,000.00 if the Louisiana Tech University football team should participate in the College Football Playoff. This incentive compensation shall be considered "achieved" at the time when the first down of the relevant football game is played.
- B. For each complete football season during the Term of this Agreement, A.D. shall be entitled to \$5,000.00 if the Louisiana Tech University football team should participate in an NCAA sanctioned post-season bowl game other than those enumerated in paragraph 5.A above. This incentive compensation shall be considered "achieved" at the time when the first down of the relevant football game is played.
- C. For each complete football season during the Term of this Agreement, A.D. shall be entitled to \$3,000.00 if the Louisiana Tech University football team wins an NCAA sanctioned post-season bowl game. This incentive compensation shall be considered "achieved" immediately following the conclusion of the NCAA sanctioned post-season bowl game.

- D. For each complete men's basketball season during the Term of this Agreement, A.D. shall be entitled to \$5,000.00 if the Louisiana Tech University men's basketball team receives a bid to compete in the NCAA Tournament. This incentive compensation shall be considered "achieved" immediately after tip-off of the first relevant tournament game of the Louisiana Tech Men's Basketball team.
- E. For each complete men's basketball season during the Term of this Agreement, A.D. shall be entitled to \$15,000.00 if the Louisiana Tech University men's basketball team wins the NCAA Tournament. This incentive compensation shall be considered "achieved" immediately after the conclusion of the NCAA Tournament.
- F. For each complete men's basketball season during the Term of this Agreement, A.D. shall be entitled to \$2,500.00 if the Louisiana Tech University men's basketball team receives a bid to compete in the post-season NIT. This incentive compensation shall be considered "achieved" immediately after tip-off of the first relevant tournament game of the Louisiana Tech Men's Basketball team.
- G. For each complete men's basketball season during the Term of this Agreement, A.D. shall be entitled to \$5,000.00 if the Louisiana Tech University men's basketball team wins the post-season NIT. This incentive compensation shall be considered "achieved" immediately after the conclusion of the post-season NIT.
- H. For each complete women's basketball season during the Term of this Agreement, A.D. shall be entitled to \$5,000.00 if the Louisiana Tech University women's basketball team receives a bid to compete in the NCAA Tournament. This incentive compensation shall be considered "achieved" immediately after tip-off of the first relevant tournament game of the Louisiana Tech Women's Basketball team.

- I. For each complete women's basketball season during the Term of this Agreement, A.D. shall be entitled to \$15,000.00 if the Louisiana Tech University women's basketball team wins the NCAA Tournament. This incentive compensation shall be considered "achieved" immediately after the conclusion of the NCAA Tournament.
- J. For each complete women's basketball season during the Term of this Agreement, A.D. shall be entitled to \$2,500.00 if the Louisiana Tech University women's basketball team receives a bid to compete in the post-season WBIT. This incentive compensation shall be considered "achieved" immediately after tip-off of the first relevant tournament game of the Louisiana Tech Women's Basketball team.
- K. For each complete women's basketball season during the Term of this Agreement, A.D. shall be entitled to \$5,000.00 if the Louisiana Tech University women's basketball team wins the post-season WBIT. This incentive compensation shall be considered "achieved" immediately after the conclusion of the post-season WBIT.
- L. For each complete baseball season during the Term of this Agreement, A.D. shall be entitled to \$15,000.00 if the Louisiana Tech University baseball team should participate in the NCAA Baseball College World Series. This incentive compensation shall be considered "achieved" immediately after the first pitch of the first NCAA Baseball College World Series game of the Louisiana Tech University baseball team.
- M. For each complete baseball season during the Term of this Agreement, A.D. shall be entitled to \$10,000.00 if the Louisiana Tech University baseball team should participate in the NCAA Baseball Super Regional Tournament. This incentive compensation shall be considered "achieved" immediately after the first pitch of the first NCAA Baseball Super Regional Tournament game of the Louisiana Tech University baseball team.

- N. For each complete baseball season during the Term of this Agreement, A.D. shall be entitled to \$5,000.00 if the Louisiana Tech University baseball team should participate in the NCAA Baseball Regional Tournament. This incentive compensation shall be considered “achieved” immediately after the first pitch of the first NCAA Baseball Regional Tournament game of the Louisiana Tech University baseball team.
- O. For each complete season for each respective team within the Athletics Department, A.D. shall be entitled to incentive compensation of \$2,500.00 if any team within the Athletics Department wins a regular season Conference championship. This incentive compensation shall be considered “achieved” at the time the Conference has determined the champion for the respective sport.
- P. For each complete season for each respective team within the Athletics Department, A.D. shall be entitled to incentive compensation of \$2,500.00 if any team within the Athletics Department wins a Conference tournament championship. This incentive compensation shall be considered “achieved” at the time the completion of the relevant Conference tournament.
- Q. For each annual award of the Learfield Directors’ Cup during the Term of this Agreement, A.D. is entitled to incentive compensation of \$10,000.00 if the Athletics Department is ranked in the top 75. This incentive compensation shall be considered “achieved” at the time the Learfield Cup Final Rankings are published by Learfield.
- R. For each annual award of the Learfield Directors’ Cup during the Term of this Agreement, A.D. is entitled to incentive compensation of \$7,500.00 if the Athletics Department is ranked in the top 100. This incentive compensation shall be considered “achieved” at the time the Learfield Cup Final Rankings are published by Learfield.

- S. For each annual award of the Learfield Directors' Cup during the Term of this Agreement, A.D. is entitled to incentive compensation of \$5,000.00 if the Athletics Department is ranked in the top 150. This incentive compensation shall be considered "achieved" at the time the Learfield Cup Final Rankings are published by Learfield.
- T. For each annual award of the Learfield Directors' Cup during the Term of this Agreement, A.D. is entitled to incentive compensation of \$2,500.00 if the Athletics Department is ranked in the top 200. This incentive compensation shall be considered "achieved" at the time the Learfield Cup Final Rankings are published by Learfield.

Incentive payments as enumerated in paragraphs 5.A.-T above are capped at \$15,000 per contract year. Compensation for Incentives achieved in a particular contract year that are above the applicable contract year cap lapse and do not carryover to subsequent contract years.

6. **Student-Athlete Academic Incentive Compensation.** In recognition of the academic accomplishments of student athletes and as an incentive for A.D. to prioritize and support their educational success, the FOUNDATION agrees to provide incentive payments for academic achievements, paid solely from FOUNDATION athletics funds, within sixty (60) days of goal attainment, subject to the annual contract year cap as follows:

- A. A.D. shall be entitled to incentive compensation as set forth in the table below for the highest-achieved annual NCAA Academic Progress Rate Public Report ("APR") released during each year of the Term of this Agreement (covering the prior academic year). For purposes of this section, the annual APR shall be the average annual APR of all teams. This incentive compensation shall be considered "achieved" at the time when the APR is submitted to the NCAA by the University.

Average Annual APR of All Teams:	Incentive Compensation:
At or above 980	\$15,000
At or above 970 but below 980	\$10,000
At or above 960 but below 970	\$7,500
At or above 950 but below 960	\$5,000
At or above 940 but below 950	\$2,500

B. A.D. shall be entitled to incentive compensation as set forth in the table below for the highest-achieved NCAA Graduation Success Rate during each year of the Term of this Agreement. This incentive compensation shall be “achieved” at the time when the NCAA Graduation Success Rate is submitted to the NCAA by the University.

NCAA Graduation Success Rate:	Incentive Compensation:
At or above 90%	\$15,000
At or above 80% but below 90%	\$10,000
At or above 75% but below 80%	\$7,500

Incentive payments as enumerated in paragraphs 6.A.-B above are capped at \$15,000 per contract year. Compensation for Incentives achieved in a particular contract year that are above the applicable contract year cap lapse and do not carryover to subsequent contract years.

7. **Advancement Operations.** A.D. will be given the opportunity to earn revenue generation supplemental payments each contract year. In order to receive the opportunity for supplemental payments, A.D. shall provide assistance and support with increasing donors and total gifts to the

Louisiana Tech Athletic Club (LTAC). For each contract year listed, A.D. shall be entitled to earn \$10,000 upon achievement of the Fundraising Goal for that contract year and \$2,500 for every additional \$250,000 raised above the annual goal. Revenue generation supplemental payments as enumerated in this Paragraph 7 above are capped at \$25,000 per contract year. Compensation for Incentives achieved in a particular contract year that are above the applicable contract year cap lapse and do not carryover to subsequent contract years. Such LTAC fundraising goals shall be as follows:

Contract Year	Fundraising Goal
3/11/24 – 3/10/25	\$1.5 Million
3/11/25 – 3/10/26	\$1.75 Million
3/11/26 – 3/10/27	\$1.85 Million
3/11/27 – 3/10/28	\$2.00 Million

Revenue supplemental payments shall be the obligation of the FOUNDATION and paid solely from its athletics funds.

8. **Independent Contractor to FOUNDATION.** A.D. accepts his role with the FOUNDATION as an independent contractor and agrees that the services provided pursuant to that role are in his capacity as an independent contractor and not as an agent or employee of the UNIVERSITY or the FOUNDATION. Payments made to A.D. 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 A.D. shall be responsible for all applicable taxes.

9. **Retirement and Fringe Benefits.** UNIVERSITY will provide A.D. 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 A.D.'s base annual salary, as defined in Paragraph 3, as provided by the UNIVERSITY. FOUNDATION will either secure a vehicle for A.D.'s personal and business use or provide a monthly stipend not to exceed six hundred dollars (\$600) per month. Club and social memberships made available through privation donations to UNIVERSITY and the Athletics Department shall be offered to A.D. A.D. is entitled to reimbursement of household moving expenses not to exceed \$15,000.

10. **Withholdings.** The UNIVERSITY shall provide A.D. with an IRS form W-2 for the base salary paid by the UNIVERSITY which is subject to withholding. The FOUNDATION shall provide A.D. with an IRS form 1099 for that portion of his compensation that is paid to him in his capacity as an independent contractor and which is not subject to withholding. A copy of the IRS form 1099 provided to A.D. shall also be provided to UNIVERSITY by FOUNDATION. Neither the UNIVERSITY nor the FOUNDATION is a guarantor of the taxable status of the consideration described in Paragraphs 4 through 7. Accordingly, should part or all of such consideration ever be treated by any taxing authority as if it were "taxable" even though not reported to such authority by the UNIVERSITY or FOUNDATION, A.D. agrees to indemnify and hold harmless the UNIVERSITY and FOUNDATION from any taxes assessed against him, including any penalties, fines, expenses, or assessments with respect to the aforementioned consideration.

11. **Additional Revenue.** Subject to the limitations imposed by this section of the Agreement, A.D. may earn or receive other revenue while employed by the UNIVERSITY provided, however,

that A.D. shall obtain prior written approval, which approval shall not be unreasonably withheld, from the President of UNIVERSITY before engaging in any commercial or private venture, including the use of A.D.'s name by any commercial, public or private entity. A.D. shall not directly or indirectly own, manage, control, render services for, or be associated with any business, enterprise, or activity that: (a) is in competition with the University or any component thereof; (b) is selling goods or services to the University; or (c) would conflict with or prevent A.D. from complying with the requirements of his duties as A.D.

Such outside activities shall not interfere with the full and complete performance by A.D. of his duties and obligations as a UNIVERSITY employee, recognizing always that A.D.'s primary obligation and alliance of fair dealing and good faith rest with the UNIVERSITY and its students.

In no event shall A.D. accept or receive directly or indirectly any money, benefit or any other gratuity whatsoever from any person, corporation, or entity, if such action would violate NCAA legislation or the constitution, bylaws, rules and regulations or interpretations thereof of the NCAA and/or C-USA or any future conference affiliation, as now or hereafter enacted. Changes of such legislation, constitution, bylaws, rules, regulations or interpretations shall automatically apply to this Agreement without the necessity of a written modification.

Such outside activities are independent of A.D.'s UNIVERSITY employment and his employment as an independent contractor for the FOUNDATION. As such, UNIVERSITY and/or FOUNDATION shall have no responsibility or liability for any claims arising there-from. A.D. agrees to indemnify and hold harmless the UNIVERSITY, the FOUNDATION, and the University of Louisiana System, and the officers, employees, and agents of all these entities, from any and all claims based on or arising out of such outside activities.

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

12. **Standards.** A.D. agrees to represent UNIVERSITY positively in public and private forums and shall perform his duties and personally comport himself at all times in a manner consistent with good sportsmanship and in accordance with the high moral, ethical and academic standards of the UNIVERSITY. A.D. shall not engage in any activity or conduct that has the purpose or effect of reflecting unfavorably on the UNIVERSITY, or causing embarrassment to the UNIVERSITY, or otherwise detracting from its reputation or the reputation of the UNIVERSITY's athletics program.

A.D. recognizes that the primary mission of UNIVERSITY is to serve as an institution of higher education and shall fully cooperate with academic counselors or similar persons designated by the UNIVERSITY to assist student athletes and the faculty and administrators of the UNIVERSITY in connection with the academic pursuits of student athletes and shall use his personal best to encourage and promote those efforts. In that respect, A.D. recognizes that the goal of UNIVERSITY is that every student athlete obtain a baccalaureate degree and agrees to fully support the attainment of this goal.

13. **Termination.** This Agreement may be terminated by the parties as follows:

A. Termination by UNIVERSITY Without Cause.

The UNIVERSITY shall have the right to terminate this Agreement without cause at any time by giving A.D. thirty (30) days written notice. In the event the UNIVERSITY terminates this Agreement without cause, the FOUNDATION, solely through its athletics funds, shall be liable to A.D. for the payment of fifty percent (50%) of the guaranteed compensation, both the UNIVERSITY and FOUNDATION portions, for the remainder of the term of this Agreement, with said amounts being payable in equal monthly installments. FOUNDATION shall not be liable to A.D. for incentive pay pursuant to Paragraphs 5 and 6 unless the right to such pay accrued prior to A.D. receiving notice of termination. FOUNDATION, in its sole discretion, may accelerate payments due to A.D.

Should the UNIVERSITY terminate this Agreement without cause, the UNIVERSITY may, at its sole option, reassign A.D. to other duties commensurate with his qualifications and experience, at the base salary provided in Paragraph 3 plus FOUNDATION compensation per Paragraph 4, all of which will be paid by Foundation for up to thirty-six months (36 months), upon agreement of A.D., which agreement shall not be unreasonably withheld. A.D.'s refusal of reasonable assignment shall be considered just cause for termination of this agreement.

The FOUNDATION's obligation to pay, solely from its athletics funds, pursuant to this section shall be subject to A.D.'s duty to mitigate his damages. A.D. hereby agrees to mitigate such damages by making reasonable and diligent efforts to obtain employment commensurate with his qualifications and experience, as soon as reasonably possible after termination of this Agreement pursuant to Paragraph 12.A. If A.D. should obtain such new employment prior to the last installment payment of liquidated damages, A.D. shall notify President of such new

employment. Any further obligation of FOUNDATION to A.D. shall be reduced by the amount of salary or payment from A.D.'s 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.

B. Termination by A.D.

Should A.D. accept employment as an athletic director at another college or university or accept employment elsewhere during the term of this Agreement, A.D. shall pay the FOUNDATION, in lieu of all other legal remedies, liquidated or stipulated damages equal to fifty percent (50%) of the guaranteed compensation, both the UNIVERSITY and FOUNDATION portions, for the remainder of the term of this Agreement.

C. Termination of A.D. for Cause.

UNIVERSITY may terminate this Agreement for cause. Cause for this purpose shall mean any one or more of the following:

- i Neglect or inattention by A.D. to the duties of A.D., or A.D.'s refusal or unwillingness to perform such duties in good faith and to the best of A.D.'s abilities within ten (10) days of receiving specific written notice of such neglect or inattention to the duties or refusal or unwillingness to perform such duties from the President of UNIVERSITY; or
- ii Willful and intentional insubordination, which is totally within the control of A.D., including but not limited to, failure to follow instructions from the President; or
- iii Willful failure to comply with Athletics Department policies and procedures; or
- iv Failure to fulfill the duties and responsibilities of A.D. as specified in this Agreement after written notice of ten (10) days to cure any failure to fulfill the duties and responsibilities of A.D. as specified in this agreement; or

- v Material significant or repetitive violation or breach by A.D. of this Agreement; or
- vi Any conduct of an A.D. in violation of any criminal felony statute; or
- vii Failure by A.D. to respond accurately and fully within a reasonable time to any reasonable requests or inquiry relating to the performance of his duties hereunder or his prior employment at any other institution of higher learning propounded by the UNIVERSITY, NCAA, C-USA or other conference affiliation, or required by law, governing athletic rules, or UNIVERSITY regulations; or
- viii Counseling or instructing by A.D. of any coach, student, or other person to fail to respond accurately and fully within a reasonable time to any reasonable request or inquiry concerning a matter relevant to the athletics program of UNIVERSITY or other institution of higher education which shall be propounded by the UNIVERSITY, NCAA, C-USA or other conference affiliation, or which shall be required by law; or
- ix Soliciting, placing, or accepting by A.D. of a bet on any intercollegiate athletic contest; or
- x Participating in by A.D. of any illegal gambling, bookmaking or illegal betting involving any intercollegiate or professional athletic contest whether through a bookmaker, a parlay card, a pool, or any other method of organized gambling; or
- xi Sale, use or possession by A.D. of any narcotics, drugs, controlled substances, steroids or other chemicals, the sale, use or possession of which is prohibited by law; or
- xii A serious or intentional violation of any law or of any policy, rule, regulation, constitutional provision, policy or bylaw of the UNIVERSITY, the NCAA or the athletic conference of which the UNIVERSITY is a member, which violation may, in the sole judgment of the UNIVERSITY, reflect adversely upon the UNIVERSITY or its athletics

program, including any violation which may result in the UNIVERSITY being sanctioned by the NCAA or the athletic conference of which the UNIVERSITY is a member, and including any violation which may have occurred during prior employment of A.D. at another NCAA member institution; or

xiii If A.D. has knowingly permitted, by action or inaction, a significant, repetitive or deliberate violation of any law or of any policy, rule, regulation, constitutional provision, policy or bylaw of the UNIVERSITY, the NCAA or the athletic conference of which the UNIVERSITY is a member, by A.D. or a member of the athletic department staff, coaching staff or any other person under the A.D.'s supervision and direction, including student athletes, which violation may, in the sole and reasonable judgment of the UNIVERSITY, reflect adversely upon the UNIVERSITY or its athletics program, including any violation which may result in the UNIVERSITY being sanctioned by the NCAA or the conference of which the UNIVERSITY is a member; or

xiv Conduct of the A.D. which, in the sole reasonable judgment of the UNIVERSITY, is inconsistent with or is seriously prejudicial to the best interests of the UNIVERSITY or its athletics program; would tend to bring public disrespect, embarrassment, contempt, scandal, or ridicule on A.D. or UNIVERSITY; which otherwise fails to follow the moral and ethical standards reasonably expected of A.D. as a leading representative of the Department of Athletics and UNIVERSITY; which violates the UNIVERSITY's mission; or being charged or arrested for any crime involving theft, dishonesty, or moral turpitude.

xv Engaging in a consensual sexual relationship with any individual over whom he exercises direct or significant academic, administrative, supervisory, evaluative, counseling or extracurricular authority or influence.

xvi Prolonged absence of 14 days or more from duty for reasons other than those protected by the Family and Medical Leave Act of 1993 without the consent of the

President of the UNIVERSITY, such consent not to be unreasonably withheld; or

xvii Any cause based on intentional conduct by A.D. adequate to sustain a for-cause termination of any other University employee including but not limited to any violation of the Louisiana Code of Governmental Ethics.

xviii Any determined violation of Title IX of the Education Amendments of 1972 or failure to report a “known violation” as required in Section 12.D.

xix A.D. may be terminated at any time due to the financial circumstances in which the UNIVERSITY and/or the University of Louisiana System has a declaration of financial exigency. Such a termination can be based on consideration of budgetary restrictions, and priorities for maintenance of program and services.

The judgment as to whether the conduct of A.D. constitutes cause under this provision shall not be exercised arbitrarily or capriciously by the UNIVERSITY but such decision shall be in the UNIVERSITY’S sole judgment. In the event of such termination, A.D. will receive thirty (30) calendar day's notice of termination or thirty (30) calendar day's regular pay in lieu of such notice. All compensation, including salary benefits and other remuneration set forth in this Agreement incidental to A.D.'s employment, cease upon termination, other than compensation owed A.D. for services performed by A.D. prior to termination. FOUNDATION shall not be liable to A.D. for performance incentive pay pursuant to Paragraph 5 unless the right to such pay accrued prior to A.D. receiving notice of termination. The right to pay as described in Paragraph 5 shall vest on game day.

D. Title IX and Sexual Misconduct Policy Reporting and Compliance:

A.D. 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 A.D. 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 A.D. 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.

E. Compliance with NCAA, Conference and University Rules

A.D. shall abide by the rules and regulations of the NCAA, Conference and UNIVERSITY. Conference shall be defined as the athletic conference in which University is a member, which at the time of signing this contract is Conference USA. A.D. has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case (see NCAA Operating Bylaw 19.2.3). If A.D. is found in violation of one or more NCAA regulations, A.D. shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA infractions process (See NCAA Operating Bylaw 19), including but not limited to suspension without pay or termination of employment (See also NCAA Operating Bylaw 11.2.1)

subject to the terms of Section 12.C of this Agreement. A.D. may be suspended for a period of time, without pay, or the employment of A.D. may be terminated if A.D. is found to be involved in deliberate and serious material violations of Conference and/or UNIVERSITY regulations subject to the terms of Section 12.C of this Agreement.

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

F. Disciplinary Action. The UNIVERSITY shall have the right to take disciplinary or corrective action, short of termination for cause, against A.D. for violation of any provision of this Agreement or for any reason which would allow termination for cause under the provisions of this Agreement. Such disciplinary action may include, but is not limited to, reprimand or probation and shall not affect any other rights the UNIVERSITY has under this Agreement. In addition, A.D. shall be subject to disciplinary or corrective action by the NCAA or C-USA or other conference affiliation for any violation of NCAA or C-USA or other conference affiliation regulations, respectively. Such action by NCAA or C-USA or other conference affiliation shall not preclude or, in any manner, affect UNIVERSITY's right to take such other corrective or disciplinary action as it deems necessary or proper, including termination for cause.

G. Termination by Incapacity. In the event of the incapacity of A.D., this Agreement shall terminate as a termination with cause and all future obligations between the parties shall cease unless otherwise required by law. Such incapacity shall be deemed to exist if A.D. is unable to perform the essential functions of his duties with or without reasonable accommodation.

H. Termination by Death. In the event of death of A.D., this Agreement shall terminate as a termination with cause and all future obligations between the parties shall cease unless otherwise required by law.

I. Concurrent Employment. A.D.'s role as an independent contractor with the FOUNDATION runs concurrently with his employment by the UNIVERSITY as A.D. Upon termination of employment, whether by A.D. or by UNIVERSITY for cause or without cause, FOUNDATION shall have no liability to A.D. except as set forth in Paragraph 12.

J. Approval of President for the University of Louisiana System. UNIVERSITY shall seek the approval of the President for the University of Louisiana System prior to terminating the employment of A.D. for reasons found in Paragraph 12.A. (Termination Without Cause), Paragraph 12.C. (Termination for Cause), or Paragraph 12.G. (Termination by Incapacity).

K. Waiver of Claims. The financial consequences of termination of this Agreement are exclusively set forth herein. Therefore, with the sole exception of payments required by this Agreement, in any instance of termination for cause or without cause, effected in accordance with the procedures established in this Agreement, neither A.D. nor the UNIVERSITY or the FOUNDATION shall be entitled to receive, and each hereby waives any claim against the other, and their respective officers, directors, agents, employees, successors, and personal representatives for consequential damages by reason of any alleged economic loss, including without limitation loss of collateral income, deferred income, loss of earning capacity, loss of business opportunity, loss of perquisites, loss of fees from speech, or other outside activity, or expectation income, or damages allegedly sustained by reason of alleged humiliation or defamation resulting from the fact of termination, the public announcement thereof, or the release by the UNIVERSITY, FOUNDATION, or A.D. of information or documents required by law. A.D. acknowledges that

in the event of termination of this Agreement for cause, without cause or otherwise, A.D. shall have no right to occupy the position of Director of Athletics of UNIVERSITY and that his sole remedies are provided herein and shall not extend to injunctive relief. A.D. further acknowledges that he has no expectation of the granting of tenure by UNIVERSITY.

Additionally, the UNIVERSITY and/or the FOUNDATION at the sole discretion of the UNIVERSITY and/or the FOUNDATION, shall have the right at any time during the term of this Agreement to take out key man insurance or other insurance on the life of A.D. A.D. shall fully cooperate in the underwriting and issuance of any such insurance.

L. Additional Consideration for Termination. A.D. recognizes that the FOUNDATION has incurred a buyout from A.D.'s prior employment in the amount of \$148,791.78. Should A.D.'s employment with the University be terminated by either University or A.D. for any reason other than without cause by the University as stated in Article 12.A, A.D. shall pay to the FOUNDATION \$2,744.22 for each month remaining of the first thirty-six (36) months of this Agreement (pro-rated if effective during a partial month). A.D. shall have no further obligation under this Section 12.J. after the first thirty-six (36) months of this Agreement.

14. **Furlough.** Notwithstanding any other provision of this Agreement, if the Board of Supervisors for the University of Louisiana System and/or the President of the UNIVERSITY implements a mandatory furlough program, requiring Athletic Department employees to take a certain number of days of unpaid annual leave, during any contract year during the Term, A.D. understands and agrees that A.D. shall not receive any compensation from UNIVERSITY or FOUNDATION, including, but not limited to, base salary, appearance fees, etc., during such furlough period.

15. **Entire Agreement.** This Agreement embodies the complete agreement concerning the employment of A.D. by the UNIVERSITY, with the concurrence of the FOUNDATION, and shall, upon the effective date hereof, supersede any other oral and written agreements between the parties. The parties agree that neither of them has made any representations with respect to the subject matter of this Agreement or any representations, including the execution and delivery hereof, except as are specifically set forth herein and each of the parties hereto acknowledges that each has relied solely on his and its own judgment in entering into this agreement with full opportunity to seek advice of competent counsel.

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

17. **Amendments to Agreement.** This Agreement may be amended at any time only by a written instrument duly approved by the UNIVERSITY through its designated representatives and accepted by A.D., such approval and acceptance to be acknowledged in writing, and such Agreement being subject to approval of the Board of Supervisors of the University of Louisiana System.

18. **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.

19. **Governing Laws and Venue.** This Agreement shall be enforced and construed in accordance with the laws of Louisiana and venue and jurisdiction shall be exclusive to the 3rd Judicial District of Louisiana

20. **Board of Supervisors Approval.** A.D.'s employment and the terms of this Agreement are subject to approval of the Board of Supervisors for the University of Louisiana System.

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

Unless hereinafter changed by written notice to A.D., any notice to the UNIVERSITY shall be sent to:

James (Jim) Henderson, D.M., President
Louisiana Tech University
P. O. Box 3168
Ruston, LA 71272

Justin Kavalir, JD
Louisiana Tech University
P.O. Box 3168
Ruston, LA 71272

With copy to:
Lisa Bradley
Louisiana Tech University Foundation
P.O. Box 3183
Ruston, LA 71272

Tim Cutt
Louisiana Tech University Foundation
P.O. Box 3183
Ruston, LA 71270

Unless hereinafter changed by written notice to the UNIVERSITY, any notice to A.D. shall be sent to:
Ryan M. Ivey

SIGNATURE PAGE

**CONTRACT OF EMPLOYMENT:
VICE PRESIDENT AND DIRECTOR OF ATHLETICS**

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

LOUISIANA TECH UNIVERSITY

JAMES (JIM) HENDERSON
PRESIDENT

RYAN M. IVEY
VICE PRESIDENT AND DIRECTOR
OF ATHLETICS

LOUISIANA TECH UNIVERSITY FOUNDATION, INC.

LISA BRADLEY
INTERIM VICE PRESIDENT
FOR UNIVERSITY ADVANCEMENT

TIM CUTT
PRESIDENT
BOARD OF DIRECTORS

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

RICK GALLOT
PRESIDENT
UNIVERSITY OF LOUISIANA SYSTEM

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

ATHLETIC COMMITTEE

April 25, 2024

Item F.2. **Louisiana Tech University's** request for approval of a contract amendment with Mrs. Brooke Stoehr, Head Women's Basketball Coach, effective March 1, 2024.

EXECUTIVE SUMMARY

This agreement is for the period from March 1, 2024, through the final game of the 2025-26 Women's Basketball season, including postseason. In addition, the Louisiana Tech University Foundation will pay Coach a monthly vehicle stipend of five hundred dollars (\$500).

All other terms of the agreement are unaffected and shall continue in full force and effect. If there is a conflict between this amendment and the agreement, the terms of this amendment will prevail. The University and the Louisiana Tech University Foundation signed this joint agreement with Coach.

RECOMMENDATION

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves Louisiana Tech University's request for approval of a contract amendment with Mrs. Brooke Stoehr, Head Women's Basketball Coach, effective March 1, 2024.*



LOUISIANA TECH
UNIVERSITY.

Office of the President

March 28, 2024

LADIES AND GENTLEMEN OF THE BOARD OF SUPERVISORS FOR THE UNIVERSITY
OF LOUISIANA SYSTEM:

Dear Dr. Henderson,

Enclosed for your review is an Amended Contract of Employment between **Mrs. Brooke Stoehr, Head Women's Basketball Coach**, and Louisiana Tech University. The Louisiana Tech Foundation also joins in the contract and consents to its obligations. The effective date of the amended contract is March 1, 2024, through the final game of the 2025-2026 Women's Basketball season, to include the postseason.

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

Thank you for your attention to this matter.

Sincerely,

A blue ink signature of Dr. James B. Henderson, written in a cursive style.

Dr. James B. Henderson
President

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

STATE OF LOUISIANA

PARISH OF LINCOLN

This Amendment ("AMENDMENT") is made and entered into on this 28th day of February, 2024, between Louisiana Tech University ("UNIVERSITY"), and BROOKE STOEHR ("COACH") and amends the Contract of Employment ("AGREEMENT") previously executed by the parties. The terms and conditions set forth in this AMENDMENT are not binding upon the parties until approval of the Board of Supervisors for the University of Louisiana System (hereinafter referred to as "BOARD") is obtained. Louisiana Tech University Foundation, Inc. ("FOUNDATION") joins in this AMENDMENT by virtue of being a party to the AGREEMENT. NOW, THEREFORE, in consideration of the mutual covenants and conditions herein, the parties hereby amend the AGREEMENT as follows:

Section 3.6 is hereby added to the AGREEMENT and reads as follows:

3.6. Beginning the month of March, 2024, and continuing through the term of this AGREEMENT, COACH shall receive a monthly vehicle stipend of FIVE HUNDRED AND NO/100 DOLLARS (\$500.00) to be paid from the FOUNDATION through its athletic funds.

All other terms of the AGREEMENT are unaffected and shall continue in full force and effect. If there is a conflict between this AMENDMENT and the AGREEMENT, the terms of this AMENDMENT will prevail.

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

SIGNATURE PAGE

LOUISIANA TECH UNIVERSITY


By: **DR. JIM HENDERSON**
PRESIDENT


By: **BROOKE STOEHR**
WOMEN'S BASKETBALL HEAD COACH


By: **MARY KAY HUNGATE**
INTERIM DIRECTOR OF ATHLETICS

LOUISIANA TECH UNIVERSITY FOUNDATION, INC.


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

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

SECRETARY
BOARD OF SUPERVISORS

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

ATHLETIC COMMITTEE

April 25, 2024

Item F.3. **Southeastern Louisiana University's** request for approval of contractual agreements between various Associate/Assistant Coaches, Southeastern Louisiana University, and the Lion Athletics Association.

EXECUTIVE SUMMARY

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

- **Aja Ochie, Assistant Women's Basketball Coach** - Under the proposed agreement from May 1, 2024 through April 30, 2025, Assistant Coach's annual salary is \$40,131. Coach will be paid an additional annual amount of \$7,000 from the Lion Athletics Association Women's Basketball Restricted Fund.
- **Ronneka Robertson, Assistant Women's Basketball Coach** - Under the proposed agreement from May 1, 2024 through April 30, 2025, Assistant Coach's annual salary is \$36,135. Coach will be paid an additional annual amount of \$3,000 from the Lion Athletics Association Women's Basketball Restricted Fund.
- **Van Kyle Roane, Associate Men's Basketball Coach** - Under the proposed agreement from May 1, 2024 through April 30, 2025, Associate Coach's annual salary is \$86,602.
- **Cody McCoy, Assistant Men's Basketball Coach** - Under the proposed agreement from May 1, 2024 through April 30, 2025, Associate's Coach's annual salary is \$56,631.
- **Andrew Riley, Assistant Men's Basketball Coach** - Under the proposed agreement from May 1, 2024 through April 30, 2025, Associate's Coach's annual salary is \$43,050.

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 Associate/Assistant Coach had they completed the term. Amounts due for the year, which come due during the current fiscal year ending June 30, shall be paid by the University. The remaining amounts due, which come due beyond the current fiscal year, shall be funded solely by the Lion Athletics Association.

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 Associate/Assistant Coaches: Aja Ochie, Assistant Women's Basketball Coach; Ronneka Robertson, Assistant Women's Basketball Coach; Van Kyle Roane, Associate Men's Basketball Coach; Cody McCoy, Assistant Men's Basketball Coach; and Andrew Riley, Assistant Men's Basketball Coach.



F.3.

April 4, 2024

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

Re: Athletics Coaches Contracts

Dear Dr. Gallot:

Southeastern Louisiana University respectfully requests the following athletics coaches' contracts be placed on the agenda for the April 2024 meeting of the Board of Supervisors.

- Various Assistant Football Coach Contracts
 - Assistant Football Coach – Defensive Coordinator, Billy D'Ottavio
 - Assistant Football Coach – Offensive Coordinator, Anthony Scelfo
 - Assistant Football Coach, Andrew Hopp
 - Assistant Football Coach, Ross Jenkins
 - Assistant Football Coach, Dustin Landry
 - Assistant Football Coach, Thomas Rinaldi
 - Assistant Football Coach, Antonio Baker
 - Assistant Football Coach, Alvin Slaughter
 - Assistant Football Coach, Trey Nunez
- Various Associate/Assistant Coach Contracts
 - Assistant Women's Basketball Coach, Aja Ochie
 - Assistant Women's Basketball Coach, Ronneka Robertson
 - Associate Men's Basketball Coach, Kyle Roane
 - Assistant Men's Basketball Coach, Cody McCoy
 - Assistant Men's Basketball Coach, Andrew Riley

Your consideration of this request is greatly appreciated.

Sincerely,

William S. Wainwright, Ph.D.
President

Attachments

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

**STATE OF LOUISIANA
PARISH OF TANGIPAHOA**

This agreement is made and entered into on this 1st day of April, 2024 between Southeastern Louisiana University through its President, Dr. William Wainwright and Aja Ochie (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 BASKETBALL COACH and ASSISTANT COACH does hereby accept employment and agrees to perform all of the services pertaining to WOMEN'S BASKETBALL 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 BASKETBALL COACH or the HEAD WOMEN'S BASKETBALL 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 BASKETBALL 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 BASKETBALL COACH .

2.0 Term

2.1 The term of this agreement is for a fixed period, commencing on the **1st day of May, 2024** and terminating without further notice to ASSISTANT COACH on the **30th day of April, 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 \$40,131 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 shall also receive an additional \$7,000 to be paid from the Women's Basketball Restricted Fund within the Lion Athletics Association (LAA). This additional compensation is non-recurring and does not extend beyond the current term of this agreement. The additional compensation is contingent upon the availability of funds to support such payment. Should funds not be available as of JULY 1ST of the fiscal year for which payment will be received, the ASSISTANT COACH will not be entitled to receive the additional pay.

3.4 The ASSISTANT COACH may also be eligible for additional supplemental pay as recommended by the HEAD WOMEN'S BASKETBALL 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) or the Women's Basketball Restricted Fund within the Lion Athletics Association (LAA) as recommended by the Athletic Director and approved by the Vice President for Administration & Finance and the President.

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 BASKETBALL season, ASSISTANT COACH shall be entitled to a total of four (4) tickets per home WOMEN'S BASKETBALL 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 BASKETBALL 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 BASKETBALL 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 BASKETBALL 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 BASKETBALL 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 Date
Southeastern Louisiana University

Jay Artigues Date
DIRECTOR OF ATHLETICS

Aja Ochie Date
ASSISTANT COACH - WOMEN'S BASKETBALL

PRESIDENT Date
LION ATHLETICS ASSOCIATION

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

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

BETWEEN:

STATE OF LOUISIANA

Southeastern Louisiana University AND

PARISH OF TANGIPAHOA

Lion Athletics Association AND

ASSISTANT WOMEN'S BASKETBALL COACH

AGREEMENT

ASSISTANT WOMEN'S BASKETBALL COACH

This is an agreement between the Lions Athletic Association, Southeastern Louisiana University, and Aja Ochie, the University ASSISTANT WOMEN'S BASKETBALL COACH.

1.0

The Lion Athletics Association desires to assist and aid Southeastern Louisiana University in the employment of the ASSISTANT WOMEN'S BASKETBALL 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 BASKETBALL Coach in the amount as per the Compensation Section 3.3 of the ASSISTANT COACH's Contract of Employment with Southeastern Louisiana University.

3.0

The Lion Athletics Association and ASSISTANT WOMEN'S BASKETBALL 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____.

PRESIDENT -Dr. William Wainwright Date
Southeastern Louisiana University

Jay Artigues Date
DIRECTOR OF ATHLETICS

Aja Ochie Date
ASSISTANT COACH - WOMEN'S BASKETBALL

PRESIDENT Date
LION ATHLETICS ASSOCIATION

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

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

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

**STATE OF LOUISIANA
PARISH OF TANGIPAHOA**

This agreement is made and entered into on this 1st day of April, 2024 between Southeastern Louisiana University through its President, Dr. William Wainwright and Ronneka Robertson (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 BASKETBALL COACH and ASSISTANT COACH does hereby accept employment and agrees to perform all of the services pertaining to WOMEN'S BASKETBALL 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 BASKETBALL COACH or the HEAD WOMEN'S BASKETBALL 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 BASKETBALL 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 BASKETBALL COACH .

2.0 Term

2.1 The term of this agreement is for a fixed period, commencing on the **1st day of May, 2024** and terminating without further notice to ASSISTANT COACH on the **30th day of April, 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 \$36,135 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 shall also receive an additional \$3,000 to be paid from the Women's Basketball Restricted Fund within the Lion Athletics Association (LAA). This additional compensation is non-recurring and does not extend beyond the current term of this agreement. The additional compensation is contingent upon the availability of funds to support such payment. Should funds not be available as of JULY 1ST of the fiscal year for which payment will be received, the ASSISTANT COACH will not be entitled to receive the additional pay.

3.4 The ASSISTANT COACH may also be eligible for additional supplemental pay as recommended by the HEAD WOMEN'S BASKETBALL 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) or the Women's Basketball Restricted Fund within the Lion Athletics Association (LAA) as recommended by the Athletic Director and approved by the Vice President for Administration & Finance and the President.

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 BASKETBALL season, ASSISTANT COACH shall be entitled to a total of four (4) tickets per home WOMEN'S BASKETBALL 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 BASKETBALL 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 BASKETBALL 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 BASKETBALL 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 BASKETBALL 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 Date
Southeastern Louisiana University

Jay Artigues Date
DIRECTOR OF ATHLETICS

Ronneka Robertson Date
ASSISTANT COACH - WOMEN'S BASKETBALL

PRESIDENT Date
LION ATHLETICS ASSOCIATION

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

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

BETWEEN:

STATE OF LOUISIANA

Southeastern Louisiana University AND

PARISH OF TANGIPAHOA

Lion Athletics Association AND

ASSISTANT WOMEN'S BASKETBALL COACH

AGREEMENT

ASSISTANT WOMEN'S BASKETBALL COACH

This is an agreement between the Lions Athletic Association, Southeastern Louisiana University, and Ronneka Robertson, the University ASSISTANT WOMEN'S BASKETBALL COACH.

1.0

The Lion Athletics Association desires to assist and aid Southeastern Louisiana University in the employment of the ASSISTANT WOMEN'S BASKETBALL 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 BASKETBALL Coach in the amount as per the Compensation Section 3.3 of the ASSISTANT COACH's Contract of Employment with Southeastern Louisiana University.

3.0

The Lion Athletics Association and ASSISTANT WOMEN'S BASKETBALL 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____.

PRESIDENT -Dr. William Wainwright Date
Southeastern Louisiana University

Jay Artigues Date
DIRECTOR OF ATHLETICS

Ronneka Robertson Date
ASSISTANT COACH - WOMEN'S BASKETBALL

PRESIDENT Date
LION ATHLETICS ASSOCIATION

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

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

**CONTRACT OF EMPLOYMENT
ASSOCIATE MEN'S BASKETBALL COACH**

**STATE OF LOUISIANA
PARISH OF TANGIPAHOA**

This agreement is made and entered into on this 1st day of March, 2024 between Southeastern Louisiana University through its President, Dr. William Wainwright and Kyle Roane (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 ASSOCIATE MEN'S BASKETBALL COACH and ASSOCIATE COACH does hereby accept employment and agrees to perform all of the services pertaining to MEN'S BASKETBALL which are required of ASSOCIATE 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 ASSOCIATE COACH shall be responsible, and shall report, directly to the HEAD MEN'S BASKETBALL COACH or the HEAD MEN'S BASKETBALL COACH’s designee on all administrative and technical matters. ASSOCIATE COACH shall also be under the general supervision of the UNIVERSITY’s Athletic Director and President.

1.3 ASSOCIATE 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 ASSOCIATE COACH shall inform the HEAD MEN'S BASKETBALL 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 ASSOCIATE 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. ASSOCIATE COACH will be responsible for assisting in the development of and maintaining an Academic Performance Plan when required by the HEAD MEN'S BASKETBALL COACH .

2.0 Term

2.1 The term of this agreement is for a fixed period, commencing on the **1st day of May, 2024** and terminating without further notice to ASSISTANT COACH on the **30th day of April, 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 ASSOCIATE 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 ASSOCIATE COACH a claim to tenure in employment, nor shall ASSOCIATE COACH'S service pursuant to this agreement count in any way toward tenure at the UNIVERSITY.

3.0 Compensation

3.1 In consideration of ASSOCIATE COACH 'S services and satisfactory performance of this agreement, the UNIVERSITY shall pay ASSOCIATE COACH a base annual salary of **\$86,602** for the term of this agreement on a bi-weekly basis.

3.2 The ASSOCIATE COACH may be eligible for annual cost of living or merit pay increases in addition to the stated base salary. The ASSOCIATE 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 Men's Basketball Restricted fund within the Lion Athletics Association (LAA) agrees to fund \$7,000 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 FOOTBALL 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 ASSOCIATE 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) ASSOCIATE 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 ASSOCIATE COACH shall be responsible for all applicable taxes. The University has no obligation to furnish a vehicle to ASSOCIATE 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 ASSOCIATE COACH, or from some other arrangement agreed to by the Athletic Director.
- (c) The ASSOCIATE 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 ASSOCIATE COACH further agrees to abide by all rules and regulations as outlined in PPM 49.

4.3 For each MEN'S BASKETBALL season, ASSOCIATE COACH shall be entitled to a total of four (4) tickets per home MEN'S BASKETBALL 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 ASSOCIATE 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. ASSOCIATE COACH shall be entitled to retain revenue generated from his/her operation of MEN'S BASKETBALL 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 ASSOCIATE COACH receives athletically related income or benefits totaling more than \$600 per year from any source or combination of sources other than UNIVERSITY, ASSOCIATE 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 ASSOCIATE 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. ASSOCIATE COACH shall also promote an atmosphere of compliance and monitor the compliance of ASSOCIATE COACH's staff (NCAA Bylaw 11.1.1). If ASSOCIATE COACH is found in violation of NCAA regulations, the ASSOCIATE COACH shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA Bylaw 11.2.1). ASSOCIATE COACH may be suspended

for a period of time, without pay, or the employment of ASSOCIATE COACH may be terminated if ASSOCIATE 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 ASSOCIATE COACH acknowledge and agree that (1) ASSOCIATE 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 ASSOCIATE 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 ASSOCIATE 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 ASSOCIATE 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 ASSOCIATE 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 ASSOCIATE 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 MEN'S BASKETBALL COACH may recommend termination of ASSOCIATE COACH to the President with the approval of the Athletic Director. In the event the UNIVERSITY terminates the Contract without cause, the ASSOCIATE 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 ASSOCIATE 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 ASSOCIATE 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 ASSOCIATE COACH is terminated.
- (b) The remaining portion of money owed to ASSOCIATE COACH as outlined in Section 3.1 and 3.2 for the period after the fiscal year in which the ASSOCIATE COACH is terminated shall be paid by the Lion Athletics Association (LAA).

8.2 ASSOCIATE COACH may be terminated by the HEAD MEN'S BASKETBALL 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 ASSOCIATE 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 MEN'S BASKETBALL 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, ASSOCIATE 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 ASSOCIATE 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, ASSOCIATE 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 Date
Southeastern Louisiana University

Jay Artigues Date
DIRECTOR OF ATHLETICS

Kyle Roane Date
ASSOCIATE COACH - MEN'S BASKETBALL

PRESIDENT Date
LION ATHLETICS ASSOCIATION

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

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

BETWEEN:

STATE OF LOUISIANA

Southeastern Louisiana University AND

PARISH OF TANGIPAHOA

Lion Athletics Association AND

ASSOCIATE MEN'S BASKETBALL COACH

AGREEMENT
ASSOCIATE MEN'S BASKETBALL COACH

This is an agreement between the Lions Athletic Association, Southeastern Louisiana University, and Kyle Roane the University ASSOCIATE MEN'S BASKETBALL COACH.

1.0

The Lion Athletics Association desires to assist and aid Southeastern Louisiana University in the employment of the ASSOCIATE MEN'S BASKETBALL coach. To that end, the Lion Athletics Association agrees to pay any sums which may be due upon the termination of the ASSOCIATE COACH as per the Termination Section 8.0. This does not include any sums which may be due to ASSOCIATE 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 ASSOCIATE MEN'S BASKETBALL Coach in the amount as per the Compensation Section 3.3 and 3.4 of the ASSOCIATE COACH's Contract of Employment with Southeastern Louisiana University.

3.0

The Lion Athletics Association and ASSOCIATE MEN'S BASKETBALL Coach hereby acknowledge that they have been provided a copy of this agreement and the ASSOCIATE 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 Date
DIRECTOR OF ATHLETICS

Kyle Roane Date
ASSOCIATE COACH - MEN'S BASKETBALL

PRESIDENT Date
LION ATHLETICS ASSOCIATION

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

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

**CONTRACT OF EMPLOYMENT
ASSISTANT MEN'S BASKETBALL COACH**

**STATE OF LOUISIANA
PARISH OF TANGIPAHOA**

This agreement is made and entered into on this 1st day of April, 2024 between Southeastern Louisiana University through its President, Dr. William Wainwright and Cody McCoy (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 MEN'S BASKETBALL COACH and ASSISTANT COACH does hereby accept employment and agrees to perform all of the services pertaining to MEN'S BASKETBALL 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 MEN'S BASKETBALL COACH or the HEAD MEN'S BASKETBALL 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 MEN'S BASKETBALL 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 MEN'S BASKETBALL COACH .

2.0 Term

2.1 The term of this agreement is for a fixed period, commencing on the **1st day of May, 2024** and terminating without further notice to ASSISTANT COACH on the **30th day of April, 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 \$56,631 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 \$8,000 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 MEN'S BASKETBALL 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 MEN'S BASKETBALL season, ASSISTANT COACH shall be entitled to a total of four (4) tickets per home MEN'S BASKETBALL 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 MEN'S BASKETBALL 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 MEN'S BASKETBALL 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 MEN'S BASKETBALL 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 MEN'S BASKETBALL 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 Date
Southeastern Louisiana University

Jay Artigues Date
DIRECTOR OF ATHLETICS

Cody McCoy Date
ASSISTANT COACH - MEN'S BASEBALL

PRESIDENT Date
LION ATHLETICS ASSOCIATION

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

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

BETWEEN:

STATE OF LOUISIANA

Southeastern Louisiana University AND

PARISH OF TANGIPAHOA

Lion Athletics Association AND

ASSISTANT MEN'S BASKETBALL COACH

AGREEMENT

ASSISTANT MEN'S BASKETBALL COACH

This is an agreement between the Lions Athletic Association, Southeastern Louisiana University, and Cody McCoy the University ASSISTANT MEN'S BASKETBALL COACH.

1.0

The Lion Athletics Association desires to assist and aid Southeastern Louisiana University in the employment of the ASSISTANT MEN'S BASKETBALL 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 MEN'S BASKETBALL Coach in the amount as per the Compensation Section 3.3 and 3.4 of the ASSISTANT COACH's Contract of Employment with Southeastern Louisiana University.

3.0

The Lion Athletics Association and ASSISTANT MEN'S BASKETBALL 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____.

PRESIDENT -Dr. William Wainwright Date
Southeastern Louisiana University

Jay Artigues Date
DIRECTOR OF ATHLETICS

Cody McCoy Date
ASSISTANT COACH - MEN'S BASEBALL

PRESIDENT Date
LION ATHLETICS ASSOCIATION

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

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

**CONTRACT OF EMPLOYMENT
ASSISTANT MEN'S BASKETBALL COACH**

**STATE OF LOUISIANA
PARISH OF TANGIPAHOA**

This agreement is made and entered into on this 1st day of April, 2024 between Southeastern Louisiana University through its President, Dr. William Wainwright and Andrew Riley (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 MEN'S BASKETBALL COACH and ASSISTANT COACH does hereby accept employment and agrees to perform all of the services pertaining to MEN'S BASKETBALL 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 MEN'S BASKETBALL COACH or the HEAD MEN'S BASKETBALL 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 MEN'S BASKETBALL 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 MEN'S BASKETBALL COACH .

2.0 Term

2.1 The term of this agreement is for a fixed period, commencing on the **1st day of May, 2024** and terminating without further notice to ASSISTANT COACH on the **30th day of April, 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 \$43,050 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 \$5,000 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 MEN'S BASKETBALL 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 MEN'S BASKETBALL season, ASSISTANT COACH shall be entitled to a total of four (4) tickets per home MEN'S BASKETBALL 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 MEN'S BASKETBALL 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 MEN'S BASKETBALL 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 MEN'S BASKETBALL 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 MEN'S BASKETBALL 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 Date
Southeastern Louisiana University

Jay Artigues Date
DIRECTOR OF ATHLETICS

Andrew Riley Date
ASSISTANT COACH - MEN'S BASEBALL

PRESIDENT Date
LION ATHLETICS ASSOCIATION

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

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

BETWEEN:

STATE OF LOUISIANA

Southeastern Louisiana University AND

PARISH OF TANGIPAHOA

Lion Athletics Association AND

ASSISTANT MEN'S BASKETBALL COACH

AGREEMENT

ASSISTANT MEN'S BASKETBALL COACH

This is an agreement between the Lions Athletic Association, Southeastern Louisiana University, and Andrew Riley the University ASSISTANT MEN'S BASKETBALL COACH.

1.0

The Lion Athletics Association desires to assist and aid Southeastern Louisiana University in the employment of the ASSISTANT MEN'S BASKETBALL 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 MEN'S BASKETBALL Coach in the amount as per the Compensation Section 3.3 and 3.4 of the ASSISTANT COACH's Contract of Employment with Southeastern Louisiana University.

3.0

The Lion Athletics Association and ASSISTANT MEN'S BASKETBALL 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____.

PRESIDENT -Dr. William Wainwright Date
Southeastern Louisiana University

Jay Artigues Date
DIRECTOR OF ATHLETICS

Andrew Riley Date
ASSISTANT COACH - MEN'S BASEBALL

PRESIDENT Date
LION ATHLETICS ASSOCIATION

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

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

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

ATHLETIC COMMITTEE

April 25, 2024

Item F.4. **Southeastern Louisiana University's** request for approval of contractual agreements between various Assistant Coaches, Southeastern Louisiana University, and the Lions Athletic Association.

EXECUTIVE SUMMARY

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

- **Billy D'Ottavio, Assistant Football Coach-Defensive Coordinator** - Under the proposed agreement from March 1, 2024 through February 28, 2025, Assistant Coach's annual salary is \$90,228.
- **Anthony Scelfo, Assistant Football Coach-Offensive Coordinator** - Under the proposed agreement from March 1, 2024 through February 28, 2025, Assistant Coach's annual salary is \$90,228.
- **Andrew Hopp, Assistant Football Coach** - Under the proposed agreement from March 1, 2024 through February 28, 2025, Assistant Coach's annual salary is \$77,137. Coach will be paid an additional annual amount of \$5,000 from the Lion Athletic Association Football Fund for speaking engagements and assistance with fundraising.
- **Ross Jenkins, Assistant Football Coach** - Under the proposed agreement from March 1, 2024 through February 28, 2025, Assistant Coach's annual salary is \$66,463. Coach will be paid an additional annual amount of \$5,000 from the Lion Athletic Association Football Fund for speaking engagements and assistance with fundraising.
- **Dustin Landry, Assistant Football Coach** - Under the proposed agreement from March 1, 2024 through February 28, 2025, Assistant Coach's annual salary is \$56,365. Coach will be paid an additional annual amount of \$5,000 from the Lion Athletic Association Football Fund for speaking engagements and assistance with fundraising.
- **Thomas Rinaldi, Assistant Football Coach** - Under the proposed agreement from March 1, 2024 through February 28, 2025, Assistant Coach's annual salary is \$46,000. Coach will be paid an additional annual amount of \$5,000 from the Lion Athletic Association Football Fund for speaking engagements and assistance with fundraising.
- **Antonio Baker, Assistant Football Coach** - Under the proposed agreement from March 1, 2024 through February 28, 2025, Assistant Coach's annual salary is \$44,435. Coach will be paid an additional annual amount of \$5,000 from the Lion Athletic Association Football Fund for speaking engagements and assistance with fundraising.
- **Alvin Slaughter, Assistant Football Coach** - Under the proposed agreement from March 1, 2024 through February 28, 2025, Assistant Coach's annual salary is \$56,244.
- **Trey Nunez, Assistant Football Coach** - Under the proposed agreement from March 1, 2024 through February 28, 2025, Assistant Coach's annual salary is \$42,000.

Incentive Compensation

The Lion Athletic Association LAA) will pay salary supplements, subject to all mandatory withholdings and inclusive of retirement payments, on certain specified achievements as follows:

- \$1,000 – Conference Championship
- \$1,000 – Each round of FCS Playoffs

Termination

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 3.1, 3.2 and 3.3 of the Agreement, which would have been owed to Assistant Coach had he/she completed the Term.

In the event that Assistant Coach terminates the contract to take another coaching job between the dates of July 31, 2024 and October 31, 2024, the Assistant Coach will be liable to pay the University \$10,000 upon resignation.

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 Billy D'Ottavio, Anthony Scelfo, Andrew Hopp, Ross Jenkins, Dustin Landry, Thomas Rinaldi, Antonio Baker, Alvin Slaughter and Trey Nunez.



F.4.

April 4, 2024

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

Re: Athletics Coaches Contracts

Dear Dr. Gallot:

Southeastern Louisiana University respectfully requests the following athletics coaches' contracts be placed on the agenda for the April 2024 meeting of the Board of Supervisors.

- Various Assistant Football Coach Contracts
 - Assistant Football Coach – Defensive Coordinator, Billy D'Ottavio
 - Assistant Football Coach – Offensive Coordinator, Anthony Scelfo
 - Assistant Football Coach, Andrew Hopp
 - Assistant Football Coach, Ross Jenkins
 - Assistant Football Coach, Dustin Landry
 - Assistant Football Coach, Thomas Rinaldi
 - Assistant Football Coach, Antonio Baker
 - Assistant Football Coach, Alvin Slaughter
 - Assistant Football Coach, Trey Nunez
- Various Associate/Assistant Coach Contracts
 - Assistant Women's Basketball Coach, Aja Ochie
 - Assistant Women's Basketball Coach, Ronneka Robertson
 - Associate Men's Basketball Coach, Kyle Roane
 - Assistant Men's Basketball Coach, Cody McCoy
 - Assistant Men's Basketball Coach, Andrew Riley

Your consideration of this request is greatly appreciated.

Sincerely,

William S. Wainwright, Ph.D.
President

Attachments

**CONTRACT OF EMPLOYMENT
ASSISTANT FOOTBALL COACH-DEFENSIVE COORDINATOR**

**STATE OF LOUISIANA
PARISH OF TANGIPAHOA**

This agreement is made and entered into on this 1st day of March, 2023 between Southeastern Louisiana University through its President, Dr. William Wainwright and Billy D'Ottavio (hereinafter referred to as "ASSISTANT COACH-DEFENSIVE COORDINATOR"). 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 FOOTBALL COACH-DEFENSIVE COORDINATOR and ASSISTANT COACH-DEFENSIVE COORDINATOR does hereby accept employment and agrees to perform all of the services pertaining to FOOTBALL which are required of ASSISTANT COACH-DEFENSIVE COORDINATOR, 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-DEFENSIVE COORDINATOR shall be responsible, and shall report, directly to the HEAD FOOTBALL COACH or the HEAD FOOTBALL COACH's designee on all administrative and technical matters. ASSISTANT COACH-DEFENSIVE COORDINATOR shall also be under the general supervision of the UNIVERSITY's Athletic Director and President.

1.3 ASSISTANT COACH-DEFENSIVE COORDINATOR 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-DEFENSIVE COORDINATOR shall inform the HEAD FOOTBALL 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-DEFENSIVE COORDINATOR 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-DEFENSIVE COORDINATOR will be responsible for assisting in the development of and maintaining an Academic Performance Plan when required by the HEAD FOOTBALL COACH.

2.0 Term

2.1 The term of this agreement is for a fixed period, commencing on the **1st day of March, 2024** and terminating without further notice to ASSISTANT COACH on the **28th day of February, 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-DEFENSIVE COORDINATOR, 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-DEFENSIVE COORDINATOR a claim to tenure in employment, nor shall ASSISTANT COACH-DEFENSIVE COORDINATOR’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-DEFENSIVE COORDINATOR’S services and satisfactory performance of this agreement, the UNIVERSITY shall pay ASSISTANT COACH-DEFENSIVE COORDINATOR a base annual salary of \$90,228 for the term of this agreement on a bi-weekly basis.

3.2 The ASSISTANT COACH-DEFENSIVE COORDINATOR may be eligible for annual cost of living or merit pay increases in addition to the stated base salary. The ASSISTANT COACH-DEFENSIVE COORDINATOR 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-DEFENSIVE COORDINATOR may also be eligible for additional supplemental pay as recommended by the HEAD FOOTBALL 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 9.

4.0 Incentive Compensation

During the time of employment as ASSISTANT COACH-DEFENSIVE COORDINATOR, ASSISTANT COACH-DEFENSIVE COORDINATOR will have the opportunity to receive the following earned salary supplements. These salary supplements shall be subject to all mandatory withholdings and are inclusive of employer matches for retirement and Medicare payments. The supplements shall be paid from the Lion Athletics Association. Any obligations of the Lion Athletics Association that have accrued will terminate should the coach leave the UNIVERSITY.

The potential earned salary supplements are:

- A. \$1,000.00 – Conference Championship
- B. \$1,000.00 – Each round of FCS Playoffs

5.0 Employee Benefits

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

5.2 Courtesy/Leased Vehicle Benefit

- (a) ASSISTANT COACH-DEFENSIVE COORDINATOR 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-DEFENSIVE COORDINATOR shall be responsible for all ASSISTANT COACH-DEFENSIVE COORDINATOR applicable taxes. The University has no obligation to furnish a vehicle to. 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-DEFENSIVE COORDINATOR, or from some other arrangement agreed to by the Athletic Director.
- (c) The ASSISTANT COACH-DEFENSIVE COORDINATOR 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-DEFENSIVE COORDINATOR further agrees to abide by all rules and regulations as outlined in PPM 49.

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

6.0 Outside Income-Subject to Compliance with Board Rules

6.1 The ASSISTANT COACH-DEFENSIVE COORDINATOR 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-DEFENSIVE COORDINATOR shall be entitled to retain revenue generated from his/her operation of FOOTBALL 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.

6.2 Notwithstanding the above or anything else herein to the contrary, if ASSISTANT COACH-DEFENSIVE COORDINATOR receives athletically related income or benefits totaling more than \$600 per year from any source or combination of sources other than UNIVERSITY, ASSISTANT COACH-DEFENSIVE COORDINATOR 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).

7.0 Compliance with NCAA, Conference and University Rules

7.1 ASSISTANT COACH-DEFENSIVE COORDINATOR 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-DEFENSIVE COORDINATOR shall also promote an atmosphere of compliance and monitor the compliance of ASSISTANT COACH-DEFENSIVE COORDINATOR's staff (NCAA Bylaw 11.1.1). If ASSISTANT COACH-DEFENSIVE COORDINATOR is found in violation of NCAA regulations, the ASSISTANT

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

7.2 Pursuant to NCAA Bylaw 11.2.1, The UNIVERSITY and ASSISTANT COACH-DEFENSIVE COORDINATOR acknowledge and agree that (1) ASSISTANT COACH-DEFENSIVE COORDINATOR 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.

7.3 ASSISTANT COACH-DEFENSIVE COORDINATOR 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.

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

8.0 Title IX and Sexual Misconduct Policy Reporting and Compliance

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

8.2 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-DEFENSIVE COORDINATOR 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.

9.0 Termination

9.1 The HEAD FOOTBALL COACH may recommend termination of ASSISTANT COACH-DEFENSIVE COORDINATOR to the President with the approval of the Athletic Director. In the event the UNIVERSITY terminates the Contract without cause, the ASSISTANT COACH-DEFENSIVE COORDINATOR 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-DEFENSIVE COORDINATOR 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-DEFENSIVE COORDINATOR 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-DEFENSIVE COORDINATOR is terminated.
- (b) The remaining portion of money owed to ASSISTANT COACH-DEFENSIVE COORDINATOR as outlined in Section 3.1 and 3.2 for the period after the fiscal year in which the ASSISTANT COACH-DEFENSIVE COORDINATOR is terminated shall be paid by the Lion Athletics Association (LAA).
- (c) The LAA shall also pay remaining of money owed to ASSISTANT COACH-DEFENSIVE COORDINATOR as outlined in Section 3.3.

9.2 ASSISTANT COACH-DEFENSIVE COORDINATOR may be terminated by the HEAD FOOTBALL 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.

9.3 All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination. The judgment as to whether the conduct of ASSISTANT COACH-DEFENSIVE COORDINATOR 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.

9.4 In the event that ASSISTANT COACH-DEFENSIVE COORDINATOR terminates the contract to take another coaching job between the dates of July 31, 2024 and October 31, 2024, the ASSISTANT COACH will be liable to pay the University \$10,000 upon resignation.

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

9.6 This contract may be terminated at any time should the UNIVERSITY discontinue the FOOTBALL program. Such a termination can be based on considerations of budgetary restrictions and/or priorities for maintenance of program and services. In the event of such termination, DEFENSIVE COORDINATOR 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.

9.7 ASSISTANT COACH-DEFENSIVE COORDINATOR 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-DEFENSIVE COORDINATOR 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.

PRESIDENT -Dr. William S. Wainwright Date
Southeastern Louisiana University

Jay Artigues Date
DIRECTOR OF ATHLETICS

Billy D'Ottavio Date
ASSISTANT FOOTBALL COACH/ DEFENSIVE
COORDINATOR

PRESIDENT Date
LION ATHLETICS ASSOCIATION

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

SECRETARY - BOARD OF SUPERVISORS

BETWEEN:

STATE OF LOUISIANA

Southeastern Louisiana University AND

PARISH OF TANGIPAHOA

Lion Athletics Association AND

DEFENSIVE COORDINATOR

AGREEMENT
DEFENSIVE COORDINATOR

This is an agreement between the Lions Athletic Association, Southeastern Louisiana University, and Billy D'Ottavio, the University DEFENSIVE COORDINATOR.

1.0

The Lion Athletics Association desires to assist and aid Southeastern Louisiana University in the employment of the ASSISTANT COACH DEFENSIVE COORDINATOR. To that end, the Lion Athletics Association agrees to pay any sums which may be due upon the termination of the ASSISTANT COACH DEFENSIVE COORDINATOR as per the Termination Section 9.0. This does not include any sums which may be due to ASSISTANT COACH DEFENSIVE COORDINATOR 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 COACH DEFENSIVE COORDINATOR in the amount as per the Compensation Section 3.3 and 4.0 of the ASSISTANT COACH DEFENSIVE COORDINATOR's Contract of Employment with Southeastern Louisiana University.

3.0

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

Entered into this _____ day of _____, 20____.

PRESIDENT -Dr. William S. Wainwright Date
Southeastern Louisiana University

Jay Artigues Date
ATHLETICS DIRECTOR

Billy D'Ottavio Date
ASSISTANT FOOTBALL COACH/ DEFENSIVE
COORDINATOR

PRESIDENT Date
LION ATHLETICS ASSOCIATION

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

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

**CONTRACT OF EMPLOYMENT
ASSISTANT FOOTBALL COACH-OFFENSIVE COORDINATOR**

**STATE OF LOUISIANA
PARISH OF TANGIPAHOA**

This agreement is made and entered into on this 1st day of March, 2023 between Southeastern Louisiana University through its President, Dr. William Wainwright and Anthony Scelfo (hereinafter referred to as “ASSISTANT COACH-OFFENSIVE COORDINATOR”). 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 FOOTBALL COACH-OFFENSIVE COORDINATOR and ASSISTANT COACH-OFFENSIVE COORDINATOR does hereby accept employment and agrees to perform all of the services pertaining to FOOTBALL which are required of ASSISTANT COACH-OFFENSIVE COORDINATOR, 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-OFFENSIVE COORDINATOR shall be responsible, and shall report, directly to the HEAD FOOTBALL COACH or the HEAD FOOTBALL COACH’s designee on all administrative and technical matters. ASSISTANT COACH-OFFENSIVE COORDINATOR shall also be under the general supervision of the UNIVERSITY’s Athletic Director and President.

1.3 ASSISTANT COACH-OFFENSIVE COORDINATOR 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-OFFENSIVE COORDINATOR shall inform the HEAD FOOTBALL 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-OFFENSIVE COORDINATOR 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-OFFENSIVE COORDINATOR will be responsible for assisting in the development of and maintaining an Academic Performance Plan when required by the HEAD FOOTBALL COACH.

2.0 Term

2.1 The term of this agreement is for a fixed period, commencing on the **1st day of March, 2024** and terminating without further notice to ASSISTANT COACH on the **28th day of February, 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-OFFENSIVE COORDINATOR, 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-OFFENSIVE COORDINATOR a claim to tenure in employment, nor shall ASSISTANT COACH-OFFENSIVE COORDINATOR’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-OFFENSIVE COORDINATOR ’S services and satisfactory performance of this agreement, the UNIVERSITY shall pay ASSISTANT COACH-OFFENSIVE COORDINATOR a base annual salary of \$90,228 for the term of this agreement on a bi-weekly basis.

3.2 The ASSISTANT COACH-OFFENSIVE COORDINATOR may be eligible for annual cost of living or merit pay increases in addition to the stated base salary. The ASSISTANT COACH-OFFENSIVE COORDINATOR 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-OFFENSIVE COORDINATOR may also be eligible for additional supplemental pay as recommended by the HEAD FOOTBALL 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 9.

4.0 Incentive Compensation

During the time of employment as ASSISTANT COACH-OFFENSIVE COORDINATOR, ASSISTANT COACH-OFFENSIVE COORDINATOR will have the opportunity to receive the following earned salary supplements. These salary supplements shall be subject to all mandatory withholdings and are inclusive of employer matches for retirement and Medicare payments. The supplements shall be paid from the Lion Athletics Association. Any obligations of the Lion Athletics Association that have accrued will terminate should the coach leave the UNIVERSITY.

The potential earned salary supplements are:

- A. \$1,000.00 – Conference Championship
- B. \$1,000.00 – Each round of FCS Playoffs

5.0 Employee Benefits

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

5.2 Courtesy/Leased Vehicle Benefit

- (a) ASSISTANT COACH-OFFENSIVE COORDINATOR 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-OFFENSIVE COORDINATOR shall be responsible for all ASSISTANT COACH-OFFENSIVE COORDINATOR applicable taxes. The University has no obligation to furnish a vehicle to. 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-OFFENSIVE COORDINATOR, or from some other arrangement agreed to by the Athletic Director.
- (c) The ASSISTANT COACH-OFFENSIVE COORDINATOR 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-OFFENSIVE COORDINATOR further agrees to abide by all rules and regulations as outlined in PPM 49.

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

6.0 Outside Income-Subject to Compliance with Board Rules

6.1 The ASSISTANT COACH-OFFENSIVE COORDINATOR 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-OFFENSIVE COORDINATOR shall be entitled to retain revenue generated from his/her operation of FOOTBALL 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.

6.2 Notwithstanding the above or anything else herein to the contrary, if ASSISTANT COACH-OFFENSIVE COORDINATOR receives athletically related income or benefits totaling more than \$600 per year from any source or combination of sources other than UNIVERSITY, ASSISTANT COACH-OFFENSIVE COORDINATOR 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).

7.0 Compliance with NCAA, Conference and University Rules

7.1 ASSISTANT COACH-OFFENSIVE COORDINATOR 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-OFFENSIVE COORDINATOR shall also promote an atmosphere of compliance and monitor the compliance of ASSISTANT COACH-OFFENSIVE COORDINATOR's staff (NCAA Bylaw 11.1.1). If ASSISTANT COACH-OFFENSIVE COORDINATOR is found in violation of NCAA regulations, the ASSISTANT

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

7.2 Pursuant to NCAA Bylaw 11.2.1, The UNIVERSITY and ASSISTANT COACH-OFFENSIVE COORDINATOR acknowledge and agree that (1) ASSISTANT COACH-OFFENSIVE COORDINATOR 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.

7.3 ASSISTANT COACH-OFFENSIVE COORDINATOR 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.

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

8.0 Title IX and Sexual Misconduct Policy Reporting and Compliance

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

8.2 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-OFFENSIVE COORDINATOR 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.

9.0 Termination

9.1 The HEAD FOOTBALL COACH may recommend termination of ASSISTANT COACH-OFFENSIVE COORDINATOR to the President with the approval of the Athletic Director. In the event the UNIVERSITY terminates the Contract without cause, the ASSISTANT COACH-OFFENSIVE COORDINATOR 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-OFFENSIVE COORDINATOR 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-OFFENSIVE COORDINATOR 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-OFFENSIVE COORDINATOR is terminated.
- (b) The remaining portion of money owed to ASSISTANT COACH-OFFENSIVE COORDINATOR as outlined in Section 3.1 and 3.2 for the period after the fiscal year in which the ASSISTANT COACH-OFFENSIVE COORDINATOR is terminated shall be paid by the Lion Athletics Association (LAA).
- (c) The LAA shall also pay remaining of money owed to ASSISTANT COACH-OFFENSIVE COORDINATOR as outlined in Section 3.3.

9.2 ASSISTANT COACH-OFFENSIVE COORDINATOR may be terminated by the HEAD FOOTBALL 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.

9.3 All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination. The judgment as to whether the conduct of ASSISTANT COACH-OFFENSIVE COORDINATOR 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.

9.4 In the event that ASSISTANT COACH-OFFENSIVE COORDINATOR terminates the contract to take another coaching job between the dates of July 31, 2024 and October 31, 2024,

the ASSISTANT COACH will be liable to pay the University \$10,000 upon resignation.

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

9.6 This contract may be terminated at any time should the UNIVERSITY discontinue the FOOTBALL program. Such a termination can be based on considerations of budgetary restrictions and/or priorities for maintenance of program and services. In the event of such termination, OFFENSIVE COORDINATOR 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.

9.7 ASSISTANT COACH-OFFENSIVE COORDINATOR 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-OFFENSIVE COORDINATOR 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.

PRESIDENT -Dr. William S. Wainwright Date _____
Southeastern Louisiana University

Jay Artigues _____ Date _____
 DIRECTOR OF ATHLETICS

Anthony Scelfo
ASSISTANT FOOTBALL COACH/ OFFENSIVE
COORDINATOR

PRESIDENT _____ Date _____
 LION ATHLETICS ASSOCIATION

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

SECRETARY - BOARD OF SUPERVISORS

BETWEEN:

STATE OF LOUISIANA

Southeastern Louisiana University AND

PARISH OF TANGIPAHOA

Lion Athletics Association AND

OFFENSIVE COORDINATOR

AGREEMENT
OFFENSIVE COORDINATOR

This is an agreement between the Lions Athletic Association, Southeastern Louisiana University, and Anthony Scelfo the University OFFENSIVE COORDINATOR.

1.0

The Lion Athletics Association desires to assist and aid Southeastern Louisiana University in the employment of the ASSISTANT COACH OFFENSIVE COORDINATOR. To that end, the Lion Athletics Association agrees to pay any sums which may be due upon the termination of the ASSISTANT COACH OFFENSIVE COORDINATOR as per the Termination Section 9.0. This does not include any sums which may be due to ASSISTANT COACH OFFENSIVE COORDINATOR 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 COACH OFFENSIVE COORDINATOR in the amount as per the Compensation Section 3.4 and 4.0 of the ASSISTANT COACH OFFENSIVE COORDINATOR's Contract of Employment with Southeastern Louisiana University.

3.0

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

Entered into this _____ day of _____, 20____.

PRESIDENT -Dr. William S. Wainwright Date
Southeastern Louisiana University

Jay Artigues Date
ATHLETICS DIRECTOR

Anthony Scelfo Date
ASSISTANT FOOTBALL COACH/ OFFENSIVE
COORDINATOR

PRESIDENT Date
LION ATHLETICS ASSOCIATION

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

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

**CONTRACT OF EMPLOYMENT
ASSISTANT FOOTBALL COACH**

**STATE OF LOUISIANA
PARISH OF TANGIPAHOA**

This agreement is made and entered into on this 1st day of March, 2024 between Southeastern Louisiana University through its President, Dr. William Wainwright and Andrew Hopp (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 FOOTBALL COACH and ASSISTANT COACH does hereby accept employment and agrees to perform all of the services pertaining to FOOTBALL 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 FOOTBALL COACH or the HEAD FOOTBALL 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 FOOTBALL 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 FOOTBALL COACH.

2.0 Term

2.1 The term of this agreement is for a fixed period, commencing on the **1st day of March, 2024** and terminating without further notice to ASSISTANT COACH on the **28th day of February, 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 \$77,137 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 will be paid an additional annual amount of \$5,000 on a bi-weekly basis from the Lion Athletic Association Football Fund (LAA) for speaking engagements and assistance with fundraising.

3.4 The ASSISTANT COACH may also be eligible for additional supplemental pay as recommended by the HEAD FOOTBALL 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 9.

4.0 Incentive Compensation

During the time of employment as ASSISTANT COACH, ASSISTANT COACH will have the opportunity to receive the following earned salary supplements. These salary supplements shall be subject to all mandatory withholdings and are inclusive of employer matches

for retirement and Medicare payments. The supplements shall be paid from the Lion Athletics Association. Any obligations of the Lion Athletics Association that have accrued will terminate should the coach leave the UNIVERSITY.

The potential earned salary supplements are:

- A. \$1,000.00 – Conference Championship
- B. \$1,000.00 – Each round of FCS Playoffs

5.0 Employee Benefits

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

5.2 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 ASSISTANT COACH applicable taxes. The University has no obligation to furnish a vehicle to. 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.

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

6.0 Outside Income-Subject to Compliance with Board Rules

6.1 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 FOOTBALL 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.

6.2 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).

7.0 Compliance with NCAA, Conference and University Rules

7.1 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).

7.2 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.

7.3 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.

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

8.0 Title IX and Sexual Misconduct Policy Reporting and Compliance

8.1 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.

8.2 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.

9.0 Termination

9.1 The HEAD FOOTBALL 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, 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 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).
- (c) The LAA shall also pay remaining of money owed to ASSISTANT COACH as outlined in Section 3.3 and 3.4.

9.2 ASSISTANT COACH may be terminated by the HEAD FOOTBALL 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.

9.3 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.

9.4 In the event that ASSISTANT COACH terminates the contract to take another coaching job between the dates of July 31, 2024 and October 31, 2025, the ASSISTANT COACH will be liable to pay the University \$10,000 upon resignation.

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

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

9.7 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.

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.

PRESIDENT -Dr. William S. Wainwright Date
Southeastern Louisiana University

Jay Artigues Date
DIRECTOR OF ATHLETICS

ANDREW HOPP Date
ASSISTANT FOOTBALL COACH

PRESIDENT Date
LION ATHLETICS ASSOCIATION

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

SECRETARY - BOARD OF SUPERVISORS

BETWEEN:

STATE OF LOUISIANA

Southeastern Louisiana University AND

PARISH OF TANGIPAHOA

Lion Athletics Association AND

ASSISTANT FOOTBALL COACH

AGREEMENT
ASSISTANT FOOTBALL COACH

This is an agreement between the Lions Athletic Association, Southeastern Louisiana University, and ANDREW HOPP, the University ASSISTANT FOOTBALL COACH.

1.0

The Lion Athletics Association desires to assist and aid Southeastern Louisiana University in the employment of the ASSISTANT 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 9.0. 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 COACH in the amount as per the Compensation Section 3.3, 3.4, and 4.0 of the ASSISTANT COACH's Contract of Employment with Southeastern Louisiana University.

3.0

The Lion Athletics Association and ASSISTANT 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____.

PRESIDENT -Dr. William S. Wainwright Date
Southeastern Louisiana University

Jay Artigues Date
ATHLETICS DIRECTOR

ANDREW HOPP Date
ASSISTANT FOOTBALL COACH

PRESIDENT Date
LION ATHLETICS ASSOCIATION

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

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

**CONTRACT OF EMPLOYMENT
ASSISTANT FOOTBALL COACH**

**STATE OF LOUISIANA
PARISH OF TANGIPAHOA**

This agreement is made and entered into on this 1st day of March, 2024 between Southeastern Louisiana University through its President, Dr. William Wainwright and Ross Jenkins (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 FOOTBALL COACH and ASSISTANT COACH does hereby accept employment and agrees to perform all of the services pertaining to FOOTBALL 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 FOOTBALL COACH or the HEAD FOOTBALL 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 FOOTBALL 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 FOOTBALL COACH.

2.0 Term

2.1 The term of this agreement is for a fixed period, commencing on the **1st day of March, 2024** and terminating without further notice to ASSISTANT COACH on the **28th day of February, 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 \$66,463 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 will be paid an additional annual amount of \$5,000 on a bi-weekly basis from the Lion Athletic Association Football Fund (LAA) for speaking engagements and assistance with fundraising.

3.4 The ASSISTANT COACH may also be eligible for additional supplemental pay as recommended by the HEAD FOOTBALL 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 9.

4.0 Incentive Compensation

During the time of employment as ASSISTANT COACH, ASSISTANT COACH will have the opportunity to receive the following earned salary supplements. These salary supplements shall be subject to all mandatory withholdings and are inclusive of employer matches

for retirement and Medicare payments. The supplements shall be paid from the Lion Athletics Association. Any obligations of the Lion Athletics Association that have accrued will terminate should the coach leave the UNIVERSITY.

The potential earned salary supplements are:

- A. \$1,000.00 – Conference Championship
- B. \$1,000.00 – Each round of FCS Playoffs

5.0 Employee Benefits

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

5.2 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 ASSISTANT COACH applicable taxes. The University has no obligation to furnish a vehicle to. 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.

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

6.0 Outside Income-Subject to Compliance with Board Rules

6.1 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 FOOTBALL 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.

6.2 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).

7.0 Compliance with NCAA, Conference and University Rules

7.1 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).

7.2 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.

7.3 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.

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

8.0 Title IX and Sexual Misconduct Policy Reporting and Compliance

8.1 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.

8.2 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.

9.0 Termination

9.1 The HEAD FOOTBALL 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, 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 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).
- (c) The LAA shall also pay remaining of money owed to ASSISTANT COACH as outlined in Section 3.3 and 3.4.

9.2 ASSISTANT COACH may be terminated by the HEAD FOOTBALL 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.

9.3 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.

9.4 In the event that ASSISTANT COACH terminates the contract to take another coaching job between the dates of July 31, 2024 and October 31, 2025, the ASSISTANT COACH will be liable to pay the University \$10,000 upon resignation.

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

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

9.7 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.

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.

PRESIDENT -Dr. William S. Wainwright Date
Southeastern Louisiana University

Jay Artigues Date
DIRECTOR OF ATHLETICS

ROSS JENKINS Date
ASSISTANT FOOTBALL COACH

PRESIDENT Date
LION ATHLETICS ASSOCIATION

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

SECRETARY - BOARD OF SUPERVISORS

BETWEEN:

STATE OF LOUISIANA

Southeastern Louisiana University AND

PARISH OF TANGIPAHOA

Lion Athletics Association AND

ASSISTANT FOOTBALL COACH

AGREEMENT
ASSISTANT FOOTBALL COACH

This is an agreement between the Lions Athletic Association, Southeastern Louisiana University, and ROSS JENKINS, the University ASSISTANT FOOTBALL COACH.

1.0

The Lion Athletics Association desires to assist and aid Southeastern Louisiana University in the employment of the ASSISTANT 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 9.0. 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 COACH in the amount as per the Compensation Section 3.3, 3.4, and 4.0 of the ASSISTANT COACH's Contract of Employment with Southeastern Louisiana University.

3.0

The Lion Athletics Association and ASSISTANT 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____.

PRESIDENT -Dr. William S. Wainwright Date
Southeastern Louisiana University

Jay Artigues Date
ATHLETICS DIRECTOR

ROSS JENKINS Date
ASSISTANT FOOTBALL COACH

PRESIDENT Date
LION ATHLETICS ASSOCIATION

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

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

**CONTRACT OF EMPLOYMENT
ASSISTANT FOOTBALL COACH**

**STATE OF LOUISIANA
PARISH OF TANGIPAHOA**

This agreement is made and entered into on this 1st day of March, 2024 between Southeastern Louisiana University through its President, Dr. William Wainwright and Dustin Landry (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 FOOTBALL COACH and ASSISTANT COACH does hereby accept employment and agrees to perform all of the services pertaining to FOOTBALL 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 FOOTBALL COACH or the HEAD FOOTBALL 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 FOOTBALL 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 FOOTBALL COACH.

2.0 Term

2.1 The term of this agreement is for a fixed period, commencing on the **1st day of March, 2024** and terminating without further notice to ASSISTANT COACH on the **28th day of February, 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 \$56,365 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 will be paid an additional annual amount of \$5,000 on a bi-weekly basis from the Lion Athletic Association Football Fund (LAA) for speaking engagements and assistance with fundraising.

3.4 The ASSISTANT COACH may also be eligible for additional supplemental pay as recommended by the HEAD FOOTBALL 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 9.

4.0 Incentive Compensation

During the time of employment as ASSISTANT COACH, ASSISTANT COACH will have the opportunity to receive the following earned salary supplements. These salary supplements shall be subject to all mandatory withholdings and are inclusive of employer matches

for retirement and Medicare payments. The supplements shall be paid from the Lion Athletics Association. Any obligations of the Lion Athletics Association that have accrued will terminate should the coach leave the UNIVERSITY.

The potential earned salary supplements are:

- A. \$1,000.00 – Conference Championship
- B. \$1,000.00 – Each round of FCS Playoffs

5.0 Employee Benefits

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

5.2 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 ASSISTANT COACH applicable taxes. The University has no obligation to furnish a vehicle to. 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.

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

6.0 Outside Income-Subject to Compliance with Board Rules

6.1 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 FOOTBALL 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.

6.2 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).

7.0 Compliance with NCAA, Conference and University Rules

7.1 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).

7.2 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.

7.3 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.

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

8.0 Title IX and Sexual Misconduct Policy Reporting and Compliance

8.1 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.

8.2 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.

9.0 Termination

9.1 The HEAD FOOTBALL 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, 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 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).
- (c) The LAA shall also pay remaining of money owed to ASSISTANT COACH as outlined in Section 3.3 and 3.4.

9.2 ASSISTANT COACH may be terminated by the HEAD FOOTBALL 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.

9.3 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.

9.4 In the event that ASSISTANT COACH terminates the contract to take another coaching job between the dates of July 31, 2024 and October 31, 2025, the ASSISTANT COACH will be liable to pay the University \$10,000 upon resignation.

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

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

9.7 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.

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.

PRESIDENT -Dr. William S. Wainwright Date
Southeastern Louisiana University

Jay Artigues Date
DIRECTOR OF ATHLETICS

DUSTIN LANDRY Date
ASSISTANT FOOTBALL COACH

PRESIDENT Date
LION ATHLETICS ASSOCIATION

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

SECRETARY - BOARD OF SUPERVISORS

BETWEEN:

STATE OF LOUISIANA

Southeastern Louisiana University AND

PARISH OF TANGIPAHOA

Lion Athletics Association AND

ASSISTANT FOOTBALL COACH

AGREEMENT
ASSISTANT FOOTBALL COACH

This is an agreement between the Lions Athletic Association, Southeastern Louisiana University, and DUSTIN LANDRY, the University ASSISTANT FOOTBALL COACH.

1.0

The Lion Athletics Association desires to assist and aid Southeastern Louisiana University in the employment of the ASSISTANT 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 9.0. 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 COACH in the amount as per the Compensation Section 3.3, 3.4, and 4.0 of the ASSISTANT COACH's Contract of Employment with Southeastern Louisiana University.

3.0

The Lion Athletics Association and ASSISTANT 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____.

PRESIDENT -Dr. William S. Wainwright Date
Southeastern Louisiana University

Jay Artigues Date
ATHLETICS DIRECTOR

DUSTIN LANDRY Date
ASSISTANT FOOTBALL COACH

PRESIDENT Date
LION ATHLETICS ASSOCIATION

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

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

**CONTRACT OF EMPLOYMENT
ASSISTANT FOOTBALL COACH**

**STATE OF LOUISIANA
PARISH OF TANGIPAHOA**

This agreement is made and entered into on this 1st day of March, 2024 between Southeastern Louisiana University through its President, Dr. William Wainwright and Thomas Rinaldi (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 FOOTBALL COACH and ASSISTANT COACH does hereby accept employment and agrees to perform all of the services pertaining to FOOTBALL 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 FOOTBALL COACH or the HEAD FOOTBALL 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 FOOTBALL 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 FOOTBALL COACH.

2.0 Term

2.1 The term of this agreement is for a fixed period, commencing on the **1st day of March, 2024** and terminating without further notice to ASSISTANT COACH on the **28th day of February, 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 \$46,000 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 will be paid an additional annual amount of \$5,000 on a bi-weekly basis from the Lion Athletic Association Football Fund (LAA) for speaking engagements and assistance with fundraising.

3.4 The ASSISTANT COACH may also be eligible for additional supplemental pay as recommended by the HEAD FOOTBALL 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 9.

4.0 Incentive Compensation

During the time of employment as ASSISTANT COACH, ASSISTANT COACH will have the opportunity to receive the following earned salary supplements. These salary supplements shall be subject to all mandatory withholdings and are inclusive of employer matches

for retirement and Medicare payments. The supplements shall be paid from the Lion Athletics Association. Any obligations of the Lion Athletics Association that have accrued will terminate should the coach leave the UNIVERSITY.

The potential earned salary supplements are:

- A. \$1,000.00 – Conference Championship
- B. \$1,000.00 – Each round of FCS Playoffs

5.0 Employee Benefits

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

5.2 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 ASSISTANT COACH applicable taxes. The University has no obligation to furnish a vehicle to. 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.

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

6.0 Outside Income-Subject to Compliance with Board Rules

6.1 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 FOOTBALL 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.

6.2 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).

7.0 Compliance with NCAA, Conference and University Rules

7.1 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).

7.2 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.

7.3 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.

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

8.0 Title IX and Sexual Misconduct Policy Reporting and Compliance

8.1 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.

8.2 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.

9.0 Termination

9.1 The HEAD FOOTBALL 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, 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 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).
- (c) The LAA shall also pay remaining of money owed to ASSISTANT COACH as outlined in Section 3.3 and 3.4.

9.2 ASSISTANT COACH may be terminated by the HEAD FOOTBALL 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.

9.3 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.

9.4 In the event that ASSISTANT COACH terminates the contract to take another coaching job between the dates of July 31, 2024 and October 31, 2025, the ASSISTANT COACH will be liable to pay the University \$10,000 upon resignation.

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

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

9.7 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.

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.

PRESIDENT -Dr. William S. Wainwright Date
Southeastern Louisiana University

Jay Artigues Date
DIRECTOR OF ATHLETICS

THOMAS RINALDI Date
ASSISTANT FOOTBALL COACH

PRESIDENT Date
LION ATHLETICS ASSOCIATION

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

SECRETARY - BOARD OF SUPERVISORS

BETWEEN:

STATE OF LOUISIANA

Southeastern Louisiana University AND

PARISH OF TANGIPAHOA

Lion Athletics Association AND

ASSISTANT FOOTBALL COACH

AGREEMENT
ASSISTANT FOOTBALL COACH

This is an agreement between the Lions Athletic Association, Southeastern Louisiana University, and THOMAS RINALDI, the University ASSISTANT FOOTBALL COACH.

1.0

The Lion Athletics Association desires to assist and aid Southeastern Louisiana University in the employment of the ASSISTANT 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 9.0. 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 COACH in the amount as per the Compensation Section 3.3, 3.4, and 4.0 of the ASSISTANT COACH's Contract of Employment with Southeastern Louisiana University.

3.0

The Lion Athletics Association and ASSISTANT 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____.

PRESIDENT -Dr. William S. Wainwright Date
Southeastern Louisiana University

Jay Artigues Date
ATHLETICS DIRECTOR

THOMAS RINALDI Date
ASSISTANT FOOTBALL COACH

PRESIDENT Date
LION ATHLETICS ASSOCIATION

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

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

**CONTRACT OF EMPLOYMENT
ASSISTANT FOOTBALL COACH**

**STATE OF LOUISIANA
PARISH OF TANGIPAHOA**

This agreement is made and entered into on this 1st day of March, 2024 between Southeastern Louisiana University through its President, Dr. William Wainwright and Antonio Baker (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 FOOTBALL COACH and ASSISTANT COACH does hereby accept employment and agrees to perform all of the services pertaining to FOOTBALL 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 FOOTBALL COACH or the HEAD FOOTBALL 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 FOOTBALL 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 FOOTBALL COACH.

2.0 Term

2.1 The term of this agreement is for a fixed period, commencing on the **1st day of March, 2024** and terminating without further notice to ASSISTANT COACH on the **28th day of February, 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 \$44,435 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 will be paid an additional annual amount of \$5,000 on a bi-weekly basis from the Lion Athletic Association Football Fund (LAA) for speaking engagements and assistance with fundraising.

3.4 The ASSISTANT COACH may also be eligible for additional supplemental pay as recommended by the HEAD FOOTBALL 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 9.

4.0 Incentive Compensation

During the time of employment as ASSISTANT COACH, ASSISTANT COACH will have the opportunity to receive the following earned salary supplements. These salary supplements shall be subject to all mandatory withholdings and are inclusive of employer matches

for retirement and Medicare payments. The supplements shall be paid from the Lion Athletics Association. Any obligations of the Lion Athletics Association that have accrued will terminate should the coach leave the UNIVERSITY.

The potential earned salary supplements are:

- A. \$1,000.00 – Conference Championship
- B. \$1,000.00 – Each round of FCS Playoffs

5.0 Employee Benefits

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

5.2 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 ASSISTANT COACH applicable taxes. The University has no obligation to furnish a vehicle to. 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.

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

6.0 Outside Income-Subject to Compliance with Board Rules

6.1 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 FOOTBALL 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.

6.2 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).

7.0 Compliance with NCAA, Conference and University Rules

7.1 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).

7.2 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.

7.3 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.

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

8.0 Title IX and Sexual Misconduct Policy Reporting and Compliance

8.1 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.

8.2 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.

9.0 Termination

9.1 The HEAD FOOTBALL 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, 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 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).
- (c) The LAA shall also pay remaining of money owed to ASSISTANT COACH as outlined in Section 3.3 and 3.4.

9.2 ASSISTANT COACH may be terminated by the HEAD FOOTBALL 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.

9.3 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.

9.4 In the event that ASSISTANT COACH terminates the contract to take another coaching job between the dates of July 31, 2024 and October 31, 2025, the ASSISTANT COACH will be liable to pay the University \$10,000 upon resignation.

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

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

9.7 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.

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.

PRESIDENT -Dr. William S. Wainwright Date
Southeastern Louisiana University

Jay Artigues Date
DIRECTOR OF ATHLETICS

ANTONIO BAKER Date
ASSISTANT FOOTBALL COACH

PRESIDENT Date
LION ATHLETICS ASSOCIATION

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

SECRETARY - BOARD OF SUPERVISORS

BETWEEN:

STATE OF LOUISIANA

Southeastern Louisiana University AND

PARISH OF TANGIPAHOA

Lion Athletics Association AND

ASSISTANT FOOTBALL COACH

AGREEMENT
ASSISTANT FOOTBALL COACH

This is an agreement between the Lions Athletic Association, Southeastern Louisiana University, and ANTONIO BAKER, the University ASSISTANT FOOTBALL COACH.

1.0

The Lion Athletics Association desires to assist and aid Southeastern Louisiana University in the employment of the ASSISTANT 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 9.0. 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 COACH in the amount as per the Compensation Section 3.3, 3.4, and 4.0 of the ASSISTANT COACH's Contract of Employment with Southeastern Louisiana University.

3.0

The Lion Athletics Association and ASSISTANT 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____.

PRESIDENT -Dr. William S. Wainwright Date
Southeastern Louisiana University

Jay Artigues Date
ATHLETICS DIRECTOR

ANTONIO BAKER Date
ASSISTANT FOOTBALL COACH

PRESIDENT Date
LION ATHLETICS ASSOCIATION

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

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

**CONTRACT OF EMPLOYMENT
ASSISTANT FOOTBALL COACH**

**STATE OF LOUISIANA
PARISH OF TANGIPAHOA**

This agreement is made and entered into on this 1st day of March, 2024 between Southeastern Louisiana University through its President, Dr. William Wainwright and Alvin Slaughter (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 FOOTBALL COACH and ASSISTANT COACH does hereby accept employment and agrees to perform all of the services pertaining to FOOTBALL 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 FOOTBALL COACH or the HEAD FOOTBALL 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 FOOTBALL 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 FOOTBALL COACH.

2.0 Term

2.1 The term of this agreement is for a fixed period, commencing on the **1st day of March, 2024** and terminating without further notice to ASSISTANT COACH on the **28th day of February, 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 \$56,244 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 FOOTBALL 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 9.

4.0 Incentive Compensation

During the time of employment as ASSISTANT COACH, ASSISTANT COACH will have the opportunity to receive the following earned salary supplements. These salary supplements shall be subject to all mandatory withholdings and are inclusive of employer matches for retirement and Medicare payments. The supplements shall be paid from the Lion Athletics Association. Any obligations of the Lion Athletics Association that have accrued will terminate should the coach leave the UNIVERSITY.

The potential earned salary supplements are:

- A. \$1,000.00 – Conference Championship
- B. \$1,000.00 – Each round of FCS Playoffs

5.0 Employee Benefits

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

5.2 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 ASSISTANT COACH applicable taxes. The University has no obligation to furnish a vehicle to. 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.

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

6.0 Outside Income-Subject to Compliance with Board Rules

6.1 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 FOOTBALL 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.

6.2 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).

7.0 Compliance with NCAA, Conference and University Rules

7.1 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).

7.2 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.

7.3 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.

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

8.0 Title IX and Sexual Misconduct Policy Reporting and Compliance

8.1 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.

8.2 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.

9.0 Termination

9.1 The HEAD FOOTBALL 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).

- (c) The LAA shall also pay remaining of money owed to ASSISTANT COACH as outlined in Section 3.3.

9.2 ASSISTANT COACH may be terminated by the HEAD FOOTBALL 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.

9.3 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.

9.4 In the event that ASSISTANT COACH terminates the contract to take another coaching job between the dates of July 31, 2024 and October 31, 2024, the ASSISTANT COACH will be liable to pay the University \$10,000 upon resignation.

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

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

9.7 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.

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.

PRESIDENT -Dr. William S. Wainwright Date
Southeastern Louisiana University

Jay Artigues Date
DIRECTOR OF ATHLETICS

Alvin Slaughter Date
ASSISTANT FOOTBALL COACH

PRESIDENT Date
LION ATHLETICS ASSOCIATION

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

SECRETARY - BOARD OF SUPERVISORS

BETWEEN:

STATE OF LOUISIANA

Southeastern Louisiana University AND

PARISH OF TANGIPAHOA

Lion Athletics Association AND

ASSISTANT FOOTBALL COACH

AGREEMENT
ASSISTANT FOOTBALL COACH

This is an agreement between the Lions Athletic Association, Southeastern Louisiana University, and Alvin Slaughter the University ASSISTANT FOOTBALL COACH.

1.0

The Lion Athletics Association desires to assist and aid Southeastern Louisiana University in the employment of the ASSISTANT 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 9.0. 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 COACH in the amount as per the Compensation Section 3.4, and 4.0 of the ASSISTANT COACH's Contract of Employment with Southeastern Louisiana University.

3.0

The Lion Athletics Association and ASSISTANT 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____.

PRESIDENT -Dr. William S. Wainwright Date
Southeastern Louisiana University

Jay Artigues Date
ATHLETICS DIRECTOR

Alvin Slaughter Date
ASSISTANT FOOTBALL COACH

PRESIDENT Date
LION ATHLETICS ASSOCIATION

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

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

**CONTRACT OF EMPLOYMENT
ASSISTANT FOOTBALL COACH**

**STATE OF LOUISIANA
PARISH OF TANGIPAHOA**

This agreement is made and entered into on this 1st day of March, 2024 between Southeastern Louisiana University through its President, Dr. William Wainwright and Trey Nunez (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 FOOTBALL COACH and ASSISTANT COACH does hereby accept employment and agrees to perform all of the services pertaining to FOOTBALL 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 FOOTBALL COACH or the HEAD FOOTBALL 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 FOOTBALL 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 FOOTBALL COACH.

2.0 Term

2.1 The term of this agreement is for a fixed period, commencing on the **1st day of March, 2024** and terminating without further notice to ASSISTANT COACH on the **28th day of February, 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 \$42,000 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 FOOTBALL 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 9.

4.0 Incentive Compensation

During the time of employment as ASSISTANT COACH, ASSISTANT COACH will have the opportunity to receive the following earned salary supplements. These salary supplements shall be subject to all mandatory withholdings and are inclusive of employer matches for retirement and Medicare payments. The supplements shall be paid from the Lion Athletics Association. Any obligations of the Lion Athletics Association that have accrued will terminate should the coach leave the UNIVERSITY.

The potential earned salary supplements are:

- A. \$1,000.00 – Conference Championship
- B. \$1,000.00 – Each round of FCS Playoffs

5.0 Employee Benefits

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

5.2 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 ASSISTANT COACH applicable taxes. The University has no obligation to furnish a vehicle to. 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.

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

6.0 Outside Income-Subject to Compliance with Board Rules

6.1 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 FOOTBALL 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.

6.2 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).

7.0 Compliance with NCAA, Conference and University Rules

7.1 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).

7.2 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.

7.3 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.

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

8.0 Title IX and Sexual Misconduct Policy Reporting and Compliance

8.1 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.

8.2 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.

9.0 Termination

9.1 The HEAD FOOTBALL 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).

- (c) The LAA shall also pay remaining of money owed to ASSISTANT COACH as outlined in Section 3.3.

9.2 ASSISTANT COACH may be terminated by the HEAD FOOTBALL 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.

9.3 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.

9.4 In the event that ASSISTANT COACH terminates the contract to take another coaching job between the dates of July 31, 2024 and October 31, 2024, the ASSISTANT COACH will be liable to pay the University \$10,000 upon resignation.

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

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

9.7 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.

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.

PRESIDENT -Dr. William S. Wainwright Date
Southeastern Louisiana University

Jay Artigues Date
DIRECTOR OF ATHLETICS

Trey Nunez Date
ASSISTANT FOOTBALL COACH

PRESIDENT Date
LION ATHLETICS ASSOCIATION

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

SECRETARY - BOARD OF SUPERVISORS

BETWEEN:

STATE OF LOUISIANA

Southeastern Louisiana University AND

PARISH OF TANGIPAHOA

Lion Athletics Association AND

ASSISTANT FOOTBALL COACH

AGREEMENT
ASSISTANT FOOTBALL COACH

This is an agreement between the Lions Athletic Association, Southeastern Louisiana University, and Trey Nunez the University ASSISTANT FOOTBALL COACH.

1.0

The Lion Athletics Association desires to assist and aid Southeastern Louisiana University in the employment of the ASSISTANT 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 9.0. 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 COACH in the amount as per the Compensation Section 3.4, and 4.0 of the ASSISTANT COACH's Contract of Employment with Southeastern Louisiana University.

3.0

The Lion Athletics Association and ASSISTANT 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____.

PRESIDENT -Dr. William S. Wainwright Date
Southeastern Louisiana University

Jay Artigues Date
ATHLETICS DIRECTOR

Trey Nunez Date
ASSISTANT FOOTBALL COACH

PRESIDENT Date
LION ATHLETICS ASSOCIATION

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

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

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

ATHLETIC COMMITTEE

April 25, 2024

Item F.5. **University of Louisiana at Lafayette's** request for approval of the amendments to the contracts of Mr. Michael Desormeaux, Head Football Coach, and Dr. Bryan Maggard, Vice President for Intercollegiate Athletics, effective April 25, 2024.

EXECUTIVE SUMMARY

The University is requesting the respective amendments to the following contracts for Employment:

Michael Desormeaux, Head Football Coach

- Under the proposed amendment, the Post-Season Achievement compensation has been updated to add the following:
 - \$250,000 if the Football team appears in a College Football Playoff Bowl game; and
 - \$125,000 for each win in the College Football Playoff Bowl game; or
 - \$25,000 if the Football team appears in any non-College Football Playoff Bowl game and the Football Team achieves seven regular season wins; and
 - \$10,000 if the Football Team wins a non-College Football Playoff Bowl game.
- All other terms and conditions of his contract effective January 1, 2022 shall remain in full force and effect.

Bryan Maggard, Vice President for Intercollegiate Athletics

- Under the proposed amendment, the Conference and Post-Season Achievement compensation has been updated to add the following:
 - \$5,000 per any University athletic team other than the football team wins its Conference regular season or its Conference tournament championship game.
 - \$2,500 if the Football Team wins its Conference division.
 - \$5,000 if the Football Team wins its Conference championship game.
 - \$2,500 if the Football Team appears in a non-College Football Playoff Bowl game affiliated with the Conference.
 - \$2,500 if the Football Team wins a non-College Football Playoff Bowl game affiliated with the Conference.
 - \$25,000 if the Football Team appears in a College Football Playoff Bowl game.
 - \$10,000 for each game won in the College Football Playoffs by the Football Team.
 - \$5,000 if the Football Team achieves a Top 25 Final Ranking.
- All other terms and conditions of his contract effective July 1, 2021 shall remain in full force and effect.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Lafayette's request for approval of the amendments to the contracts of Mr. Michael Desormeaux, Head Football Coach, and Dr. Bryan Maggard, Vice President for Intercollegiate Athletics, effective April 25, 2024.



University of Louisiana at Lafayette

OFFICE OF THE PRESIDENT

F.5.

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

Université des Acadiens

April 4, 2024

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

Dear President Gallot:

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

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

Sincerely,

A handwritten signature in blue ink, appearing to read "E. Savoie", with a stylized flourish at the end.

E. Joseph Savoie
President

SVC
Attachment

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

**STATE OF LOUISIANA
PARISH OF LAFAYETTE**

THIS SECOND AMENDMENT TO CONTRACT FOR EMPLOYMENT (“Amendment 2”) is made and effective the 25th day of April, 2024 (“Amendment 2 Effective Date”), by and between the BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM (“Board”), a public constitutional corporation organized and existing under the laws of the State of Louisiana, acting herein on behalf of the UNIVERSITY OF LOUISIANA AT LAFAYETTE (“University”), represented herein by Dr. E. Joseph Savoie, the duly authorized University President (“President”); and MICHAEL DESORMEAUX (“Coach”). The Board and Coach may be collectively referred to herein as the “parties” and each may be referred to individually as a “party.” All capitalized terms not defined in this Amendment 2 shall have the same meaning as in the Contract for Employment. This Amendment 2 is subject to the approval of the Board; therefore, the terms and conditions set forth in this Amendment 2 shall be considered a valid contract only upon execution by the parties and written approval by the Board.

WITNESSETH

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

WHEREAS, the Original Contract was previously amended on February 23, 2023 (“Previous Amendment”);

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

WHEREAS, the parties wish to make this Amendment 2 effective as of the Amendment 2 Effective Date.

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

1. Delete Section 10(a)(ii) in its entirety and replace it with the following:
 - ii. **Post-Season Achievement Compensation.** In addition to any payment set forth in Section 10(a)(i), Coach shall receive per football season:
 1. Two Hundred Fifty Thousand Dollars and NO/100 (\$250,000.00) if the Football team appears in a College Football Playoff Bowl game; and
 2. One-Hundred Twenty-Five Thousand Dollars and NO/100 (\$125,000.00) for each win in the College Football Playoff Bowl game; or

3. Twenty-Five Thousand Dollars and NO/100 (\$25,000.00) if the Football team appears in any non-College Football Playoff Bowl game and the Football Team achieves seven (7) regular season wins; and
 4. Ten Thousand Dollars and NO/100 (\$10,000.00) if the Football Team wins a non-College Football Playoff Bowl game.
2. All other terms and conditions of the Original Contract and Previous Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, Coach and the duly authorized representative of Board have executed this Amendment 2 on the dates indicated below.

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

**Michael Desormeaux
Head Football Coach**

DocuSigned by:
Joe Savoie 4/2/2024
1405E1487C93461...

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

DocuSigned by:
Michael Desormeaux 4/2/2024
5823FFBAC7A345C...

Date

University of Louisiana at Lafayette Foundation

DocuSigned by:
Bryan Hanks 3/29/2024
37D54100A727492...

Bryan Hanks, Chairman Date

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

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



University of Louisiana at Lafayette

OFFICE OF THE PRESIDENT

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

Université des Acadiens

April 4, 2024

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

Dear President Gallot:

This is a request for approval of Dr. Bryan Maggard's, Vice President for Intercollegiate Athletics, first amended contract agreement.

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

Sincerely,

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

E. Joseph Savoie
President

SVC
Attachment

**FIRST AMENDMENT TO
CONTRACT FOR EMPLOYMENT
VICE PRESIDENT FOR
INTERCOLLEGIATE ATHLETICS**

STATE OF LOUISIANA

PARISH OF LAFAYETTE

THIS FIRST AMENDMENT TO CONTRACT FOR EMPLOYMENT (“Amendment 1”) is made effective the 25th day of April, 2024 (“Amendment 1 Effective Date”), by and between the **BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM** (“Board”), a public constitutional corporation organized and existing under the laws of the State of Louisiana, acting herein on behalf of the **UNIVERSITY OF LOUISIANA AT LAFAYETTE** (“University”), represented herein by Dr. E. Joseph Savoie, the duly authorized University President (“President”); and **BRYAN MAGGARD** (“Maggard”). The Board and Maggard may be collectively referred to herein as the “parties” and each may be referred to individually as a “party.” All capitalized terms not defined in this Amendment 1 shall have the same meaning as in the Contract for Employment. This Amendment 1 is subject to the approval of the Board; therefore, the terms and conditions set forth in this Amendment 1 shall be considered a valid contract only upon execution by the parties and written approval by the Board.

WITNESSETH

WHEREAS, University and Maggard entered into a Contract for Employment effective July 1, 2021 for Maggard to be employed as University’s Vice President for Intercollegiate Athletics under the terms and conditions set forth therein (the “Contract”);

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

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

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

1. Delete Section 7(c) in its entirety and replace it with the following:
 7. **Conference and Post-Season Achievement.** During the term of this Contract and unless Maggard has been suspended or terminated, Maggard shall be entitled to supplemental compensation for the following events or occurrences each academic year:
 - i. Five Thousand Dollars and NO/100 (\$5,000.00) per any University athletic team other than the football team wins its Conference regular season or its Conference tournament championship game.

- ii. Two Thousand Five Hundred Dollars and NO/100 (\$2,500.00) if the Football Team wins its Conference division.
- iii. Five Thousand Dollars and NO/100 (\$5,000.00) if the Football Team wins its Conference championship game.
- iv. Two Thousand Five Hundred Dollars and NO/100 (\$2,500.00) if the Football Team appears in a non-College Football Playoff Bowl game affiliated with the Conference.
- v. Two Thousand Five Hundred Dollars and NO/100 (\$2,500.00) if the Football Team wins a non-College Football Playoff Bowl game affiliated with the Conference.
- vi. Twenty-Five Thousand Dollars and NO/100 (\$25,000.00) if the Football Team appears in a College Football Playoff Bowl game.
- vii. Ten Thousand Dollars and NO/100 (\$10,000.00) for each game won in the College Football Playoffs by the Football Team.
- viii. Five Thousand Dollars and NO/100 (\$5,000.00) if the Football Team achieves a Top 25 Final Ranking.

2. All other terms and conditions of the Contract shall remain in full force and effect.

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

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

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

**Bryan Maggard,
Vice President for Intercollegiate
Athletics**

DocuSigned by:
Joe Savoie 4/2/2024
1405E1487C93461...
Dr. E. Joseph Savoie Date
President, University of Louisiana
at Lafayette

DocuSigned by:
Bryan Maggard 3/29/2024
F2D75F3BA7C84D2...
Date

IN ACKNOWLEDGEMENT AND ACCEPTANCE, the duly authorized representative of University of Louisiana at Lafayette Foundation affixes his signature on the date indicated below.

**University of Louisiana at Lafayette
Foundation**

DocuSigned by:
Bryan Hanks 3/29/2024
37D54100A727492...
Bryan Hanks, Chairman Date

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

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

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

ATHLETIC COMMITTEE

April 25, 2024

Item F.6. **University of Louisiana at Lafayette's** request for approval of contracts of employment with Assistant Football Coaches: Mr. George Barlow, Mr. James Salgado, Mr. Steven Farmer, and Mr. Timothy Scott Stoker.

EXECUTIVE SUMMARY

George Barlow – Assistant Football Coach – Secondary - Under the proposed agreement effective from February 5, 2024 through January 14, 2026, Coach's annual salary is \$165,000.

James Salgado – Assistant Football Coach – Defensive Coordinator - Under the proposed agreement effective from March 6, 2024 through January 14, 2026, Coach's annual salary is \$400,000.

Steven Farmer – Assistant Football Coach – Run Game Coordinator/Offensive Line - Under the proposed agreement effective from February 5, 2024 through January 14, 2026, Coach's annual salary is \$250,000.

Timothy Scott Stoker – Assistant Football Coach – Inside Linebackers - Under the proposed agreement effective from January 22, 2024 through January 14, 2026, Coach's annual salary is \$175,000.

For all Assistant Football Coaches:

- The University may provide Coach with an annual automobile allowance of \$3,000 if a vehicle is not provided by a dealership, an annual cell phone allowance of \$960, and reimbursement of an amount totaling no more than ten percent (10%) of Coach's annual salary for reasonable costs incurred for relocation.
- Achievement Compensation shall be paid from the University of Louisiana at Lafayette Foundation accounts in the greater of:
 - An amount equal to 7.5% of one monthly installment of Coach's base salary if the Football Team wins its Conference Division *or* an amount equal to 15% of one monthly installment of Coach's base salary if the Football Team wins its Conference championship game.
 - An amount equal to 25% of one monthly installment of Coach's base salary if the Football Team appears in a non-College Football Playoff bowl game affiliated with the Conference, provided that Coach coaches the Football Team in such bowl game *or* an amount equal to one monthly installment of Coach's base salary if the Football Team appears in a College Football Playoff game, provided that Coach coaches the Football Team in such Playoff game.

- \$2,000 if the Football Teams wins a regular-season game versus a non-conference Power 5 opponent.
 - \$2,000 if the Football Team achieves a Top 25 Final Ranking.
- If the University terminates this contract without just cause prior to the expiration of its term, Coach shall receive a payment equivalent to 75% of the Base Salary remaining to be paid under the unexpired term of this contract. Such liquidated damages payment shall be issued from funds provided by the Foundation.
- If Coach terminates the contract, Coach shall pay to Foundation:
 - 50% of the Base Salary amount to be paid under this contract if such termination occurs within 120 days from the effective date of this contract; or
 - 30% of the Base Salary amount to be paid under this contract if such termination occurs more than 120 days from the effective date of this contract and prior to the latter of the Football Program's last Conference game or Conference championship game of the 2025 football season.
- The University and the University of Louisiana at Lafayette Foundation each has an agreement with the Coach.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Lafayette's request for approval of contracts of employment with Assistant Football Coaches: Mr. George Barlow, Mr. James Salgado, Mr. Steven Farmer, and Mr. Timothy Scott Stoker.



April 4, 2024

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

Dear President Gallot:

This is to request approval of the attached contract between the University of Louisiana at Lafayette and Mr. George Barlow, Assistant Football Coach.

Please place this item on the agenda for the April 2024 meeting of the Board of Supervisors for the University of Louisiana System.

Sincerely,

A handwritten signature in blue ink, appearing to be "E. Savoie", written over a horizontal line.

E. Joseph Savoie
President

SVC
Attachment

**CONTRACT FOR EMPLOYMENT
ASSISTANT FOOTBALL COACH**

STATE OF LOUISIANA

PARISH OF LAFAYETTE

THIS CONTRACT FOR EMPLOYMENT (“Contract”) is made effective the 5th day of February, 2024 (“Effective Date”), by and between the BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM (“Board”), a public constitutional corporation organized and existing under the laws of the State of Louisiana, acting herein on behalf of the UNIVERSITY OF LOUISIANA AT LAFAYETTE (“University”), represented herein by Dr. E. Joseph Savoie, the duly authorized University President (“President”); and GEORGE BARLOW (“Coach”). The Board and Coach may be collectively referred to herein as the “parties” and each may be referred to individually as a “party.” This Contract is subject to the approval of the Board; therefore, the terms and conditions set forth in this Contract shall be considered a valid contract only upon execution by the parties and written approval by the Board.

WITNESSETH

WHEREAS, University desires to utilize the services of Coach as Assistant Football Coach of University’s Football Program (the “Football Program”) under the terms and conditions as set forth herein; and

WHEREAS, Coach desires to provide his services as Assistant Coach of the Football Program under the terms and conditions as set forth herein;

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

1. **Employment.** University hereby employs Coach as Assistant Coach of its Football Program, and Coach hereby accepts such employment. Unless otherwise directed by University’s Head Football Coach and/or University’s Vice President for Intercollegiate Athletics (“VPIA”), Coach shall serve as the Assistant Coach – Secondary for the Football Program. Coach shall be responsible to, and shall report directly to, University’s Head Football Coach. Coach shall also be under the general supervision of VPIA and President.
2. **Term.**
 - a. **Initial Term.** This Contract’s term shall be deemed to have commenced on the Effective Date and shall continue in effect until January 14, 2026 (“Initial Term”).
 - b. **Renewal.** This Contract is renewable solely at the option of University and subject to approval by Board and Coach; however, if, after expiration of the Initial Term and any written term extension thereof, University continues to accept Coach’s services without execution of a new contract or an extension of this Contract, Coach’s employment shall be on a month-to-month employment-at-will basis.

3. **Duties and Responsibilities.** Coach shall perform such duties as the Head Football Coach and/or VPIA may reasonably assign. Specifically, Coach shall:
- a. Faithfully and conscientiously perform the duties of Assistant Football Coach as the Football Program's Secondary Coach which are expressly assigned and/or inherent in such position.
 - b. Maintain the high moral and ethical standards commonly expected of Coach as a highly visible representative of University by nonexclusively:
 - i. Carrying himself in a professional and sportsman-like manner as expected of a highly visible representative of University, whose conduct, both on and off the field, affects the reputation of University, the viability of its athletic programs and contracts, and the well-being of its student-athletes;
 - ii. Avoiding profane or insulting behavior directed towards student-athletes, spectators, and members of the media;
 - iii. Refraining from any conduct that would offend prevailing social values and reflect negatively on University's reputation; and
 - iv. Avoiding any business or professional activities or pursuits that will conflict with his performance of his duties or will otherwise interfere with University's interest.
 - c. Promote an atmosphere in which Football student-athletes conduct themselves in a manner reflecting a positive image for University at all times during their tenure as participants in University's athletic programs.
 - d. Adhere to and promote University's standards for the academic performance of its student-athletes in recruitment, supervision, and coaching of the student-athlete members of the Football Program.
 - e. Participate in fundraising efforts with private donors, corporate sponsors, and others for the benefit of the Football Program as reasonably requested by University and the University of Louisiana at Lafayette Foundation ("Foundation").
 - f. Comply with all state and federal laws, as well as policies, rules, regulations, and interpretations of University, Board, the National Collegiate Athletic Association (the "NCAA"), and the Sun Belt Conference or any other conference of which University may become a member during the Initial Term and any renewal term(s) of the Contract (the "Conference"), as now constituted or as may be amended during the Initial Term and any renewal term(s) hereof.
 - g. Immediately inform University's Compliance Officer of any suspected violation of NCAA policies, rules, and/or regulations, and assist the investigation and reporting thereof.

- h. Promote the Football Program's compliance with all applicable state and federal laws and University and Board policies concerning intercollegiate athletics, including, without limitation, Title IX of the Educational Amendments of 1972, 20 U.S.C. § 1681 *et seq.*, the Americans with Disabilities Act, 42 U.S.C. § 12101, *et seq.*, and all state and federal non-discrimination laws.
 - i. Adhere to and carry out other directives and responsibilities as may be given by the Head Football Coach and/or VPIA from time to time.
- 4. **Base Salary.** In consideration for the services of Coach and satisfactory performance of the conditions of this Contract, University agrees to pay Coach an annual base salary of One Hundred Sixty Five Thousand Dollars and NO/100 (\$165,000.00), payable in equal monthly installments of Thirteen Thousand Seven Hundred Fifty Dollars and NO/100 (\$13,750.00) on the last day of each month. The compensation paid shall be subject to the same payroll deductions that apply to University's non-academic administrative employees. All salary payments shall be subject to withholding and other applicable taxes. Coach shall receive all applicable State of Louisiana authorized general salary increases for which he is eligible. Any such increases are incorporated herein by reference to the same extent as if this Contract was amended to incorporate same.
- 5. **General Benefits.** Coach shall be entitled to standard fringe benefits that are provided to full-time employees generally on the same basis as offered University-wide. Employment benefits shall be calculated in accordance with state and federal guidelines.
- 6. **Additional Benefits.** University shall also provide or pay to Coach the following additional benefits:
 - a. **Football Tickets.** University shall provide Coach up to eight (8) tickets per home Football game for personal use.
 - b. **Automobile Benefits.** Either (i) use of an automobile by an automobile dealership or (ii) an annual automobile allowance in the amount of Three Thousand Dollars and NO/100 (\$3,000.00), paid in equal monthly installments of Two Hundred Fifty Dollars and NO/100 (\$250.00).
 - c. **Cellular Telephone Allowance.** A cellular telephone allowance of Eighty Dollars and NO/100 (\$80.00) per month.
 - d. **Relocation Costs.** Reimbursement of an amount totaling no more than ten percent (10%) of Coach's annual salary for reasonable costs incurred for relocation, including travel costs for himself, his spouse, and his children incurred before his spouse and children relocate. In addition, University will make reasonable efforts to assist with temporary housing for up to fifteen (15) days. Any such reimbursement pursuant to this Section 6(d) shall be subject to any and all University policies, any applicable Board policies, and any applicable Foundation policies. Should Coach resign or be terminated with cause from employment within two (2) years of the Effective Date, Coach will be responsible for the repayment of the relocation costs based on Coach's length of employment as follows:

- i. Employed less than six (6) months, Coach shall repay one-hundred percent (100%) of the relocation costs;
- ii. Employed at least six (6) months but less than one (1) year, Coach shall repay seventy-five percent (75%) of the relocation costs; and
- iii. Employed at least one (1) year but less than two (2) years, Coach shall repay fifty percent (50%) of the relocation costs.

7. **Achievement Compensation.** University acknowledges Coach will contribute valuably to the occurrence of the Football Team's achievements. In recognition of such contributions, University shall pay to Coach, through funds provided by the Foundation from its Unrestricted Athletic Foundation Accounts to be used at University's discretion in compliance with Foundation's exempt purpose, the following Achievement Compensation:

- a. **Conference Achievement Compensation.** Coach shall receive an Achievement Compensation payment equal to the greater of:
 - i. An amount equal to seven-and-a-half percent (7.5%) of one (1) monthly installment of Coach's base salary if Football Team wins its Conference division; or
 - ii. An amount equal to fifteen percent (15%) of one (1) monthly installment of Coach's base salary if Football Team wins its Conference championship game.
- b. **Post-Season Achievement Compensation.** In addition to any payment set forth in Section 7(a), Coach shall receive an Achievement Compensation payment equal to the greater of:
 - i. An amount equal to twenty-five percent (25%) of one (1) monthly installment of Coach's base salary if the Football Team appears in a non-College Football Playoff Bowl game affiliated with the Conference, provided that the Football team finished with a final regular season record of seven wins and that Coach coaches the Football Team in such Bowl game; or
 - ii. An amount equal to one (1) monthly installment of Coach's base salary if the Football Team appears in a College Football Playoff game, provided that Coach coaches the Football Team in such Playoff game.
- c. **Power 5 Win Achievement Compensation.** In addition to any payment set forth in Section 7(a)-(b), Coach shall receive Two Thousand Dollars and NO/100 (\$2,000.00) if the Football Team wins a regular-season game versus a non-conference Power 5 opponent.
- d. **Top 25 Ranking Achievement Compensation.** In addition to any payment set forth in Section 7(a)-(c), Coach shall receive Two Thousand Dollars and NO/100 (\$2,000.00) if the Football Team achieves a Top 25 Final Ranking.

- e. All Achievement Compensation payable pursuant to this Section 7 shall be deemed to have been earned on the date of the event or occurrence prompting the supplemental compensation payment; payable within thirty (30) days following the event or occurrence prompting the Achievement Compensation payment; paid in addition to any other compensation due under this Contract; and subject to standard federal and state withholdings.
- f. Notwithstanding the foregoing, Coach shall not be entitled to any unpaid Achievement Compensation for any year during which Coach has been suspended by University or during which University has terminated Coach's employment as a coach for cause.

8. Compliance with Law, Policy, and Regulations.

- a. Coach agrees to provide his services consistent with the terms and conditions of this Contract, the laws of the United States of America, and any applicable state law including the Louisiana Code of Governmental Ethics; the policies, guidelines, and requirements of University and the Board; and the constitution, bylaws, rules, regulations, and interpretations of the NCAA and Conference. Coach shall not violate any civil law, including but not limited to Title IX of the Educational Amendments of 1972, 20 U.S.C. § 1681 *et seq.* and the Americans with Disabilities Act, 42 U.S.C. § 12101, *et seq.*, or criminal law of any state or federal government. Failure to comply with this Section may result in suspension and/or termination of Coach's employment as Assistant Football Coach, or termination of this Contract.
- b. Pursuant to NCAA Bylaw 11.2.1, Coach understands that he has an affirmative obligation to cooperate fully in the infractions process, including the investigation and adjudication of a case (see NCAA Bylaw 19.2.3 for examples of full cooperation). Coach hereby stipulates that if he is found to be in violation of NCAA regulations, he shall be subject to disciplinary or corrective action as set forth in the NCAA infractions process (see NCAA Bylaw 19), including suspension without pay, or in the event of a Level 1 or Level 2 violation, possible termination of employment.

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

10. Outside Employment. Coach agrees that he shall not, personally or through any agent, actively seek, interview, negotiate for, or accept other employment of any nature during the term of this Contract without first providing notice to the Head Coach.

11. Endorsement/Personal Gain. Coach agrees that he shall not, directly or by implication, use University's name or logos in the endorsement of commercial products or services, nor shall he use his employee standing for personal benefit or gain without prior written approval from President and compliance with Board and University policies. This prohibition includes, but is not limited to, soliciting, accepting, and/or receiving private employment, consultation, gifts, gratuities, speaking engagements, endorsements of commercial products, positions on advisory boards (including those of athletic sporting goods companies, etc.), or a fee based upon any contracts and purchase of goods and services for the Football Program. Any violation of this provision may be considered a conflict of interest and grounds for termination for cause.

12. Termination by University.

a. Without Cause.

- i. University may terminate this Contract without cause in the sole and absolute discretion of President, after receiving approval of the President of the University of Louisiana System. In such event, Coach shall receive liquidated damages equivalent to seventy-five percent (75%) of the Base Salary remaining to be paid under the unexpired term of this Contract. Neither University nor the Foundation shall have any other obligations to Coach whatsoever for any other benefits or supplemental compensation other than payment of amounts already earned at the time of termination but not yet paid. University may, at its sole option, issue such liquidated damages in either a single lump sum within sixty (60) days of the date of termination, or in equal monthly installments through the remaining term of this Contract. All liquidated damages payable pursuant to this Section 12(a)(i) shall be issued from funds provided by the Foundation from its Unrestricted Athletic Foundation Accounts to be used in University's discretion in compliance with Foundation's exempt purpose. All other obligations of University and/or Foundation for any compensation and/or other benefits to Coach shall cease as of the date of termination.
- ii. In the event of a termination described in Section 12(a)(i), Coach shall actively seek employment commensurate with his education and experience. Subject to the dual employment laws of Louisiana, any University obligation described in Section 12(a)(i) shall be offset and reduced by any gross income, base salary, wages, talent fees, consulting fees, honoraria, independent contractor fees, or other income of any kind whatsoever ("Gross Compensation") Coach may receive from any employer, including any business entity owned or controlled by Coach or in which Coach has an interest, as a result of employment as a head coach, assistant coach, or administrator, either at a college/university or with a professional sports organization (a "Coaching Position"), regardless of whether Coach receives such Gross Compensation personally or through any

business entity. To effect any such offset required hereunder, Coach shall issue payments to University in the amount of each Gross Compensation payment Coach receives, within fourteen (14) days of Coach's receipt of each such Gross Compensation payment, until the full amount of the liquidated damages payment set forth in Section 12(a)(i), above, has been repaid.

- iii. Within fourteen (14) days after accepting any Coaching Position, Coach shall furnish to University notice of said employment, including the terms of his employment, start date, compensation, and substantiating documents such as contracts, appointment forms, etc. Coach shall notify University of any changes in his Gross Compensation within fourteen (14) days of such change, including receipt of any additional compensation in the form of bonuses, raises, etc. Coach shall provide University with a copy of his W-2, 1099, or other verifiable documentation of his income, which, for any given year, shall be provided no later than February 15th of the following year. If Coach breaches any and/or all of these obligations, University shall, within thirty (30) days of knowledge of such breach, provide Coach with written demand to cure such breach within ten (10) days and to provide documentary proof of exigent circumstances which clearly demonstrates a reasonable excuse for such breach. If Coach fails to do so, University's obligation pursuant to Section 12(a)(i) shall cease.
- iv. Payment of liquidated damages under this Section 12(a) shall constitute a full release of any claims Coach might otherwise assert against Board, University, the Foundation, or any of their officers, board members, representatives, agents, or employees as of the date of termination. In consideration of this payment, Coach shall, and does hereby, release and discharge Board, University and the Foundation, their officers, board members, representatives, agents, and employees, from and against any liability of any nature whatsoever related to or arising out of this Contract and Coach's employment at University as of the date of termination, including, but not limited to, any and all claims arising under or relating to any Federal or state constitutions, laws, regulations, or other provision of law.

b. For Just Cause.

- i. University may terminate this Contract for just cause, including but not limited to Coach's:
 - 1. Failure to comply with this Contract;
 - 2. Deliberate or persistent failure or refusal to perform duties and responsibilities to best of Coach's ability;
 - 3. Failure to comply with a lawful directive from the Head Football Coach, VPIA, or President, or other insubordination;
 - 4. Serious or intentional violation by Coach of any applicable law, rule, regulation, policy, or guideline, issued by any state or federal

government agency, the Board, the University, the Conference, the NCAA, and/or any other governing body, that, in sole judgment of VPIA or President, reflects adversely upon University or presents a conflict of interest between University and Coach;

5. Condoning, failing to prevent, and/or failing to report any Football Program member's violation of any applicable law, rule, regulation, policy, or guideline, issued by any state or federal government agency, the Board, the University, the Conference, the NCAA, or any other governing body, that, in sole judgment of VPIA or President, reflects adversely upon University or presents a conflict of interest between University and any Football Program member, provided Coach knew or reasonably should have known of such violation;
6. Failure to cooperate with University, Conference, and/or the NCAA in the investigation of alleged violations of Conference or NCAA regulations; and/or
7. Prolonged absence from University without University's consent.

ii. In the event of a termination under this Section for just cause, Coach shall not be entitled to receive any compensation, benefits, or any other amount from University or the Foundation beyond the date of termination.

iii. Coach and University acknowledge that it is not the desire or the intention of University that Coach's employment be terminable for minor, technical, or otherwise insignificant acts of misconduct by Coach, or for minor, technical, or otherwise insignificant University regulations or NCAA or Conference violations which do not entail the risk of Level I or Level II institutional penalties. Prior to termination for cause, University intends to provide Coach with a reasonable opportunity to remedy and/or correct any grounds for termination for cause, unless, in University's reasonable discretion, the grounds for such a termination warrant immediate termination.

c. **Sole Remedy.** Coach agrees his sole and exclusive remedy, if any, against Board, University, and/or the Foundation in the event of termination of this Contract by University for any reason shall be in accordance with the provisions set forth in this Section. In no event shall Board, University, or Foundation be liable for direct, indirect, special, incidental, or consequential damages.

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

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

- b. In addition to payment of the entirety of any applicable buyout, Coach shall also pay to Foundation within sixty (60) days of the effective date of termination a liquidated damages payment of:
 - i. Fifty percent (50%) of the then-current Base Salary if such termination occurs within one hundred twenty (120) days from the Effective Date of this Contract; or
 - ii. Thirty percent (30%) of the then-current Base Salary if such termination occurs more than one hundred twenty (120) days from the Effective Date of this Contract and prior to the latter of the Football Program's last Conference game or Conference championship game of the 2025 football season.
- c. If Coach terminates this Contract due to accepting employment at another institution as a head coach, a defensive coordinator with sole play calling responsibilities, or as a full-time assistant coach position in the National Football League, Section 13 (b)(i-ii) shall not be applicable and shall herein be waived.
- d. For a period of one (1) year after the date of termination, Coach shall not contact or otherwise seek to recruit any high school junior or senior, or rising junior college athlete, who has officially visited University, unless any new institution employing Coach had contacted or recruited such athlete prior to Coach's acceptance of employment with such institution. The obligations created herein shall survive the termination of this Contract and shall continue in full force and effect.

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

15. Termination of Michael Desormeaux. Notwithstanding any provision in this Contract to the contrary, this Contract shall terminate immediately if Michael Desormeaux's employment as Head Football Coach of the Football Program is terminated for any reason whatsoever, regardless of whether such termination is by Michael Desormeaux, University, or otherwise (the "Head Coach Termination"). In such event, Coach shall be entitled to payment of any compensation and benefits due to Coach pursuant to this Contract for a period of sixty (60) days immediately following the Head Coach Termination; all obligations of University and/or Foundation for any compensation and/or benefits to Coach shall cease at the end of such sixty (60) day period or immediately upon Coach's acceptance of any Commensurate Position, whichever occurs first.

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

- a. Coach shall promptly report to the University's Title IX Coordinator/EEO Investigator or Deputy Title IX Coordinator any Known Violation(s) of the University's Sexual

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

- b. University may terminate this Contract for cause pursuant Section 12(b) of this Contract for any determined violation by Coach for failure to report a Known Violation.

17. Morality Clauses.

- a. Coach agrees to represent University positively in public and private forums and shall not engage in conduct that reflects adversely on the University or its athletics programs; and
- b. Coach shall also abide by the State of Louisiana Code of Government Ethics, University Policy and Regulations, and the policies and regulations of the University of Louisiana System. In public appearances, he shall at all times conduct himself in a manner that befits a University official and shall always attempt to create goodwill and a good image for the University.

18. Acknowledgement. The parties specifically agree that the obligations assumed in this Contract relate only to obligations regarding payment and there is no guarantee or promise of continued employment for Coach at University whether as Assistant Football Coach or in any other employment capacity.

19. Miscellaneous.

- a. This Contract and all claims or disputes arising out of or relating to this Contract shall be exclusively governed by and interpreted in accordance with the laws of the State of Louisiana, without regard to conflicts of law principles.

- b. In the event that any dispute arises between the parties concerning any breach of this Contract, the party alleging a breach by the other must provide written notice to the other describing in detail the alleged breach and allow a sixty-day (60-day) period to cure such breach prior to initiating legal action.
- c. Coach shall be entitled to utilize the applicable University grievance procedure in place at the time in the event of a University decision which Coach reasonably believes has adversely affected the terms and/or conditions of Coach's employment, including a termination by University pursuant to Section 12(b) of this Contract. The procedure currently in place for this situation is the University's Grievance Procedure for Non-Faculty Unclassified Personnel (Policy Document VI).
- d. Any and all claims or disputes arising out of or relating to this Contract shall be brought in a court of competent jurisdiction located in the Parish of Lafayette, State of Louisiana. The prevailing party in any judicial determination shall be entitled to recover attorney's fees in addition to any other relief awarded by the Court.
- e. If any term or condition of this Contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Contract are declared severable.
- f. Coach agrees as a condition of his employment to abide by the Drug Free Workplace Act of 1988 and to notify University's Office of Human Resources of any criminal drug conviction for a violation occurring in the workplace as soon as he is made aware of the conviction, but in any event no later than five (5) days after such conviction. (Note this is a requirement of federal law for all institutions receiving federal funds.)
- g. University may cancel this Contract at any time upon thirty (30) days' notice without further obligation due to lack of funding, or a determination by its governing board to eliminate the athletics program for lack of funds, or a decision to discontinue the athletics program made in accordance with University policy and procedures.
- h. Coach shall be responsible for any and all income tax liabilities, interest, and/or penalties related to any benefits he receives pursuant to this Contract.
- i. The parties agree and understand the terms of this Contract are subject to its recommendation by President and contingent upon approval of Board.
- j. This Contract contains the entire agreement between the parties with respect to the subject of this Contract and contains all of the terms and conditions agreed upon with respect to the subject of this Contract, and no other agreements, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind the parties; it being the intent of the parties that neither shall be bound by any term, condition, or representations not herein written.
- k. No delay or failure to enforce any provision of this Contract by University shall constitute a waiver or limitation of rights enforceable under this Contract.

1. This Contract may be executed in one or more counterparts, each of which individually shall be deemed original but all of which together shall constitute one and the same document. An electronic (e.g., Portable Document Format or PDF) copy of the original signature of the representative of a party shall have the same validity as an original signature for the purpose of this Contract. In accordance with La. R.S. § 9:2605B(1) and (2), the parties hereto each agree that this transaction may be conducted by electronic means; and electronic signatures of the parties to this Contract shall be acceptable and satisfactory for all legal purposes, as authorized by the Louisiana Uniform Electronic Transactions Act, La. R.S. § 9:2601 through 9:2621.
20. **Notices.** Any notice required herein shall be provided in writing and shall be delivered by personal delivery; a nationally-recognized overnight delivery service; or U.S. registered, certified, or first-class mail to such party. Any such notice shall be deemed to have been given either at the time of personal delivery; the day after it is transmitted to a nationally-recognized overnight delivery service; or in the case of mail, as of three (3) days after it is mailed.

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

University Designee:

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

With copy to:

Dr. Bryan Maggard, Vice President for
Intercollegiate Athletics
University of Louisiana at Lafayette
201 Reinhardt Drive
Lafayette, LA 70506

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

Coach:

George Barlow
201 Reinhardt Drive
Lafayette, LA 70506

21. **Acknowledgement.** Coach acknowledges he has read and understands the foregoing provisions of this Contract; he has been afforded and has exercised the opportunity to consult with personal legal counsel; the provisions are reasonable and enforceable; and he agrees to abide by this Contract and the terms and conditions set forth herein.

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

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

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

DocuSigned by:
Joe Savoie
1405E1487C93461...

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

4/9/2024

Date

George Barlow, Coach

DocuSigned by:
George Barlow
A3FC311CB88F4A0...

4/5/2024

Date

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

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

**ANCILLARY AGREEMENT TO
CONTRACT FOR EMPLOYMENT
ASSISTANT FOOTBALL COACH**

STATE OF LOUISIANA

PARISH OF LAFAYETTE

This is an Ancillary Agreement is effective February 5, 2024 (“Effective Date”) between the Board of Supervisors for the University of Louisiana System (“Board”), a public constitutional corporation organized and existing under the laws of the State of Louisiana, acting herein on behalf of the University of Louisiana at Lafayette (“University”), represented herein by Dr. E. Joseph Savoie, the duly authorized University President (“President”); the University of Louisiana at Lafayette Foundation (the “Foundation”); and George Barlow (“Coach”).

The Foundation desires to assist and aid University in the employment of Coach for the position of Assistant Football Coach. To that end, the Foundation accepts and agrees to bind itself for the limited obligations of the Foundation set forth in Sections 7, 12, 13, 14, and 15 of the Contract for Employment for Assistant Football Coach (“Contract”) between University and Coach. Any and all sums the Foundation owes pursuant to the Contract shall be paid from Unrestricted Athletic Foundation Accounts. Foundation joins in this Ancillary Agreement for the limited obligations of the Foundation set forth in Sections 7, 12, 13, 14, and 15 of the Contract. No other terms of the Contract shall obligate or bind the Foundation.

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

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

DocuSigned by:
Joe Savoie 4/9/2024
1405E1487C93461...

Board of Supervisors of the Date
University of Louisiana System
By: Dr. E. Joseph Savoie

DocuSigned by:
George Barlow Jr 4/2/2024
A3FC311CB88F4A0...

By: George Barlow Date

DocuSigned by:
Bryan Hanks 3/29/2024
37D54100A727492...

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

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

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



University of Louisiana at Lafayette

OFFICE OF THE PRESIDENT

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

Université des Acadiens

April 4, 2024

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

Dear President Gallot:

This is to request approval of the attached contract between the University of Louisiana at Lafayette and Mr. James Salgado, Assistant Football Coach.

Please place this item on the agenda for the April 2024 meeting of the Board of Supervisors for the University of Louisiana System.

Sincerely,

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

E. Joseph Savoie
President

SVC
Attachment

**CONTRACT FOR EMPLOYMENT
ASSISTANT FOOTBALL COACH**

STATE OF LOUISIANA

PARISH OF LAFAYETTE

THIS CONTRACT FOR EMPLOYMENT (“Contract”) is made effective the 6th day of March, 2024 (“Effective Date”), by and between the BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM (“Board”), a public constitutional corporation organized and existing under the laws of the State of Louisiana, acting herein on behalf of the UNIVERSITY OF LOUISIANA AT LAFAYETTE (“University”), represented herein by Dr. E. Joseph Savoie, the duly authorized University President (“President”); and JAMES SALGADO (“Coach”). The Board and Coach may be collectively referred to herein as the “parties” and each may be referred to individually as a “party.” This Contract is subject to the approval of the Board; therefore, the terms and conditions set forth in this Contract shall be considered a valid contract only upon execution by the parties and written approval by the Board.

WITNESSETH

WHEREAS, University desires to utilize the services of Coach as Assistant Football Coach of University’s Football Program (the “Football Program”) under the terms and conditions as set forth herein; and

WHEREAS, Coach desires to provide his services as Assistant Coach of the Football Program under the terms and conditions as set forth herein;

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

1. **Employment.** University hereby employs Coach as Assistant Coach of its Football Program, and Coach hereby accepts such employment. Unless otherwise directed by University’s Head Football Coach and/or University’s Vice President for Intercollegiate Athletics (“VPIA”), Coach shall serve as the Assistant Coach – Defensive Coordinator for the Football Program. Coach shall be responsible to, and shall report directly to, University’s Head Football Coach. Coach shall also be under the general supervision of VPIA and President.
2. **Term.**
 - a. **Initial Term.** This Contract’s term shall be deemed to have commenced on the Effective Date and shall continue in effect until January 14, 2026 (“Initial Term”).
 - b. **Renewal.** This Contract is renewable solely at the option of University and subject to approval by Board and Coach; however, if, after expiration of the Initial Term and any written term extension thereof, University continues to accept Coach’s services without execution of a new contract or an extension of this Contract, Coach’s employment shall be on a month-to-month employment-at-will basis.

3. **Duties and Responsibilities.** Coach shall perform such duties as the Head Football Coach and/or VPIA may reasonably assign. Specifically, Coach shall:

- a. Faithfully and conscientiously perform the duties of Assistant Football Coach as the Football Program's Defensive Coordinator which are expressly assigned and/or inherent in such position.
- b. Maintain the high moral and ethical standards commonly expected of Coach as a highly visible representative of University by nonexclusively:
 - i. Carrying himself in a professional and sportsman-like manner as expected of a highly visible representative of University, whose conduct, both on and off the field, affects the reputation of University, the viability of its athletic programs and contracts, and the well-being of its student-athletes;
 - ii. Avoiding profane or insulting behavior directed towards student-athletes, spectators, and members of the media;
 - iii. Refraining from any conduct that would offend prevailing social values and reflect negatively on University's reputation; and
 - iv. Avoiding any business or professional activities or pursuits that will conflict with his performance of his duties or will otherwise interfere with University's interest.
- c. Promote an atmosphere in which Football student-athletes conduct themselves in a manner reflecting a positive image for University at all times during their tenure as participants in University's athletic programs.
- d. Adhere to and promote University's standards for the academic performance of its student-athletes in recruitment, supervision, and coaching of the student-athlete members of the Football Program.
- e. Participate in fundraising efforts with private donors, corporate sponsors, and others for the benefit of the Football Program as reasonably requested by University and the University of Louisiana at Lafayette Foundation ("Foundation").
- f. Comply with all state and federal laws, as well as policies, rules, regulations, and interpretations of University, Board, the National Collegiate Athletic Association (the "NCAA"), and the Sun Belt Conference or any other conference of which University may become a member during the Initial Term and any renewal term(s) of the Contract (the "Conference"), as now constituted or as may be amended during the Initial Term and any renewal term(s) hereof.
- g. Immediately inform University's Compliance Officer of any suspected violation of NCAA policies, rules, and/or regulations, and assist the investigation and reporting thereof.

- h. Promote the Football Program's compliance with all applicable state and federal laws and University and Board policies concerning intercollegiate athletics, including, without limitation, Title IX of the Educational Amendments of 1972, 20 U.S.C. § 1681 *et seq.*, the Americans with Disabilities Act, 42 U.S.C. § 12101, *et seq.*, and all state and federal non-discrimination laws.
 - i. Adhere to and carry out other directives and responsibilities as may be given by the Head Football Coach and/or VPJA from time to time.
- 4. **Base Salary.** In consideration for the services of Coach and satisfactory performance of the conditions of this Contract, University agrees to pay Coach an annual base salary of Four Hundred Thousand Dollars and NO/100 (\$400,000.00), payable in equal monthly installments of Thirty-Three Thousand Three Hundred Thirty-Three Dollars and 33/100 (\$33,333.33) on the last day of each month. The compensation paid shall be subject to the same payroll deductions that apply to University's non-academic administrative employees. All salary payments shall be subject to withholding and other applicable taxes. Coach shall receive all applicable State of Louisiana authorized general salary increases for which he is eligible. Any such increases are incorporated herein by reference to the same extent as if this Contract was amended to incorporate same.
- 5. **General Benefits.** Coach shall be entitled to standard fringe benefits that are provided to full-time employees generally on the same basis as offered University-wide. Employment benefits shall be calculated in accordance with state and federal guidelines.
- 6. **Additional Benefits.** University shall also provide or pay to Coach the following additional benefits:
 - a. **Football Tickets.** University shall provide Coach up to eight (8) tickets per home Football game for personal use.
 - b. **Automobile Benefits.** Either (i) use of an automobile by an automobile dealership or (ii) an annual automobile allowance in the amount of Three Thousand Dollars and NO/100 (\$3,000.00), paid in equal monthly installments of Two Hundred Fifty Dollars and NO/100 (\$250.00).
 - c. **Cellular Telephone Allowance.** A cellular telephone allowance of Eighty Dollars and NO/100 (\$80.00) per month.
 - d. **Relocation Costs.** Reimbursement of an amount totaling no more than ten percent (10%) of Coach's annual salary for reasonable costs incurred for relocation, including travel costs for himself, his spouse, and his children incurred before his spouse and children relocate. In addition, University will make reasonable efforts to assist with temporary housing for up to fifteen (15) days. Any such reimbursement pursuant to this Section 6(d) shall be subject to any and all University policies, any applicable Board policies, and any applicable Foundation policies. Should Coach resign or be terminated with cause from employment within two (2) years of the Effective Date, Coach will be responsible for the repayment of the relocation costs based on Coach's length of employment as follows:

- i. Employed less than six (6) months, Coach shall repay one-hundred percent (100%) of the relocation costs;
- ii. Employed at least six (6) months but less than one (1) year, Coach shall repay seventy-five percent (75%) of the relocation costs; and
- iii. Employed at least one (1) year but less than two (2) years, Coach shall repay fifty percent (50%) of the relocation costs.

7. **Achievement Compensation.** University acknowledges Coach will contribute valuably to the occurrence of the Football Team's achievements. In recognition of such contributions, University shall pay to Coach, through funds provided by the Foundation from its Unrestricted Athletic Foundation Accounts to be used at University's discretion in compliance with Foundation's exempt purpose, the following Achievement Compensation:

- a. **Conference Achievement Compensation.** Coach shall receive an Achievement Compensation payment equal to the greater of:
 - i. An amount equal to seven-and-a-half percent (7.5%) of one (1) monthly installment of Coach's base salary if Football Team wins its Conference division; or
 - ii. An amount equal to fifteen percent (15%) of one (1) monthly installment of Coach's base salary if Football Team wins its Conference championship game.
- b. **Post-Season Achievement Compensation.** In addition to any payment set forth in Section 7(a), Coach shall receive an Achievement Compensation payment equal to the greater of:
 - i. An amount equal to twenty-five percent (25%) of one (1) monthly installment of Coach's base salary if the Football Team appears in a non-College Football Playoff Bowl game affiliated with the Conference, provided that the Football team finished with a final regular season record of seven wins and that Coach coaches the Football Team in such Bowl game; or
 - ii. An amount equal to one (1) monthly installment of Coach's base salary if the Football Team appears in a College Football Playoff game, provided that Coach coaches the Football Team in such Playoff game.
- c. **Power 5 Win Achievement Compensation.** In addition to any payment set forth in Section 7(a)-(b), Coach shall receive Two Thousand Dollars and NO/100 (\$2,000.00) if the Football Team wins a regular-season game versus a non-conference Power 5 opponent.
- d. **Top 25 Ranking Achievement Compensation.** In addition to any payment set forth in Section 7(a)-(c), Coach shall receive Two Thousand Dollars and NO/100 (\$2,000.00) if the Football Team achieves a Top 25 Final Ranking.

- e. All Achievement Compensation payable pursuant to this Section 7 shall be deemed to have been earned on the date of the event or occurrence prompting the supplemental compensation payment; payable within thirty (30) days following the event or occurrence prompting the Achievement Compensation payment; paid in addition to any other compensation due under this Contract; and subject to standard federal and state withholdings.
- f. Notwithstanding the foregoing, Coach shall not be entitled to any unpaid Achievement Compensation for any year during which Coach has been suspended by University or during which University has terminated Coach's employment as a coach for cause.

8. Compliance with Law, Policy, and Regulations.

- a. Coach agrees to provide his services consistent with the terms and conditions of this Contract, the laws of the United States of America, and any applicable state law including the Louisiana Code of Governmental Ethics; the policies, guidelines, and requirements of University and the Board; and the constitution, bylaws, rules, regulations, and interpretations of the NCAA and Conference. Coach shall not violate any civil law, including but not limited to Title IX of the Educational Amendments of 1972, 20 U.S.C. § 1681 *et seq.* and the Americans with Disabilities Act, 42 U.S.C. § 12101, *et seq.*, or criminal law of any state or federal government. Failure to comply with this Section may result in suspension and/or termination of Coach's employment as Assistant Football Coach, or termination of this Contract.
- b. Pursuant to NCAA Bylaw 11.2.1, Coach understands that he has an affirmative obligation to cooperate fully in the infractions process, including the investigation and adjudication of a case (see NCAA Bylaw 19.2.3 for examples of full cooperation). Coach hereby stipulates that if he is found to be in violation of NCAA regulations, he shall be subject to disciplinary or corrective action as set forth in the NCAA infractions process (see NCAA Bylaw 19), including suspension without pay, or in the event of a Level 1 or Level 2 violation, possible termination of employment.

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

10. **Outside Employment.** Coach agrees that he shall not, personally or through any agent, actively seek, interview, negotiate for, or accept other employment of any nature during the term of this Contract without first providing notice to the Head Coach.
11. **Endorsement/Personal Gain.** Coach agrees that he shall not, directly or by implication, use University's name or logos in the endorsement of commercial products or services, nor shall he use his employee standing for personal benefit or gain without prior written approval from President and compliance with Board and University policies. This prohibition includes, but is not limited to, soliciting, accepting, and/or receiving private employment, consultation, gifts, gratuities, speaking engagements, endorsements of commercial products, positions on advisory boards (including those of athletic sporting goods companies, etc.), or a fee based upon any contracts and purchase of goods and services for the Football Program. Any violation of this provision may be considered a conflict of interest and grounds for termination for cause.
12. **Termination by University.**
 - a. **Without Cause.**
 - i. University may terminate this Contract without cause in the sole and absolute discretion of President, after receiving approval of the President of the University of Louisiana System. In such event, Coach shall receive liquidated damages equivalent to seventy-five percent (75%) of the Base Salary remaining to be paid under the unexpired term of this Contract. Neither University nor the Foundation shall have any other obligations to Coach whatsoever for any other benefits or supplemental compensation other than payment of amounts already earned at the time of termination but not yet paid. University may, at its sole option, issue such liquidated damages in either a single lump sum within sixty (60) days of the date of termination, or in equal monthly installments through the remaining term of this Contract. All liquidated damages payable pursuant to this Section 12(a)(i) shall be issued from funds provided by the Foundation from its Unrestricted Athletic Foundation Accounts to be used in University's discretion in compliance with Foundation's exempt purpose. All other obligations of University and/or Foundation for any compensation and/or other benefits to Coach shall cease as of the date of termination.
 - ii. In the event of a termination described in Section 12(a)(i), Coach shall actively seek employment commensurate with his education and experience. Subject to the dual employment laws of Louisiana, any University obligation described in Section 12(a)(i) shall be offset and reduced by any gross income, base salary, wages, talent fees, consulting fees, honoraria, independent contractor fees, or other income of any kind whatsoever ("Gross Compensation") Coach may receive from any employer, including any business entity owned or controlled by Coach or in which Coach has an interest, as a result of employment as a head coach, assistant coach, or administrator, either at a college/university or with a professional sports organization (a "Coaching Position"), regardless of whether Coach receives such Gross Compensation personally or through any

business entity. To effect any such offset required hereunder, Coach shall issue payments to University in the amount of each Gross Compensation payment Coach receives, within fourteen (14) days of Coach's receipt of each such Gross Compensation payment, until the full amount of the liquidated damages payment set forth in Section 12(a)(i), above, has been repaid.

- iii. Within fourteen (14) days after accepting any Coaching Position, Coach shall furnish to University notice of said employment, including the terms of his employment, start date, compensation, and substantiating documents such as contracts, appointment forms, etc. Coach shall notify University of any changes in his Gross Compensation within fourteen (14) days of such change, including receipt of any additional compensation in the form of bonuses, raises, etc. Coach shall provide University with a copy of his W-2, 1099, or other verifiable documentation of his income, which, for any given year, shall be provided no later than February 15th of the following year. If Coach breaches any and/or all of these obligations, University shall, within thirty (30) days of knowledge of such breach, provide Coach with written demand to cure such breach within ten (10) days and to provide documentary proof of exigent circumstances which clearly demonstrates a reasonable excuse for such breach. If Coach fails to do so, University's obligation pursuant to Section 12(a)(i) shall cease.
- iv. Payment of liquidated damages under this Section 12(a) shall constitute a full release of any claims Coach might otherwise assert against Board, University, the Foundation, or any of their officers, board members, representatives, agents, or employees as of the date of termination. In consideration of this payment, Coach shall, and does hereby, release and discharge Board, University and the Foundation, their officers, board members, representatives, agents, and employees, from and against any liability of any nature whatsoever related to or arising out of this Contract and Coach's employment at University as of the date of termination, including, but not limited to, any and all claims arising under or relating to any Federal or state constitutions, laws, regulations, or other provision of law.

b. For Just Cause.

- i. University may terminate this Contract for just cause, including but not limited to Coach's:
 - 1. Failure to comply with this Contract;
 - 2. Deliberate or persistent failure or refusal to perform duties and responsibilities to best of Coach's ability;
 - 3. Failure to comply with a lawful directive from the Head Football Coach, VPIA, or President, or other insubordination;
 - 4. Serious or intentional violation by Coach of any applicable law, rule, regulation, policy, or guideline, issued by any state or federal

government agency, the Board, the University, the Conference, the NCAA, and/or any other governing body, that, in sole judgment of VPIA or President, reflects adversely upon University or presents a conflict of interest between University and Coach;

5. Condoning, failing to prevent, and/or failing to report any Football Program member's violation of any applicable law, rule, regulation, policy, or guideline, issued by any state or federal government agency, the Board, the University, the Conference, the NCAA, or any other governing body, that, in sole judgment of VPIA or President, reflects adversely upon University or presents a conflict of interest between University and any Football Program member, provided Coach knew or reasonably should have known of such violation;

6. Failure to cooperate with University, Conference, and/or the NCAA in the investigation of alleged violations of Conference or NCAA regulations; and/or

7. Prolonged absence from University without University's consent.

ii. In the event of a termination under this Section for just cause, Coach shall not be entitled to receive any compensation, benefits, or any other amount from University or the Foundation beyond the date of termination.

iii. Coach and University acknowledge that it is not the desire or the intention of University that Coach's employment be terminable for minor, technical, or otherwise insignificant acts of misconduct by Coach, or for minor, technical, or otherwise insignificant University regulations or NCAA or Conference violations which do not entail the risk of Level I or Level II institutional penalties. Prior to termination for cause, University intends to provide Coach with a reasonable opportunity to remedy and/or correct any grounds for termination for cause, unless, in University's reasonable discretion, the grounds for such a termination warrant immediate termination.

c. **Sole Remedy.** Coach agrees his sole and exclusive remedy, if any, against Board, University, and/or the Foundation in the event of termination of this Contract by University for any reason shall be in accordance with the provisions set forth in this Section. In no event shall Board, University, or Foundation be liable for direct, indirect, special, incidental, or consequential damages.

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

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

- b. In addition to payment of the entirety of any applicable buyout, Coach shall also pay to Foundation within sixty (60) days of the effective date of termination a liquidated damages payment of:
 - i. Fifty percent (50%) of the then-current Base Salary if such termination occurs within one hundred twenty (120) days from the Effective Date of this Contract; or
 - ii. Thirty percent (30%) of the then-current Base Salary if such termination occurs more than one hundred twenty (120) days from the Effective Date of this Contract and prior to the latter of the Football Program's last Conference game or Conference championship game of the 2025 football season.
 - c. If Coach terminates this Contract due to accepting employment at another institution as a head coach or as a full-time assistant coach position in the National Football League, Section 13 (b)(i-ii) shall not be applicable and shall herein be waived.
 - d. For a period of one (1) year after the date of termination, Coach shall not contact or otherwise seek to recruit any high school junior or senior, or rising junior college athlete, who has officially visited University, unless any new institution employing Coach had contacted or recruited such athlete prior to Coach's acceptance of employment with such institution. The obligations created herein shall survive the termination of this Contract and shall continue in full force and effect.
14. **Termination by Death or Incapacity.** This Contract shall automatically and immediately terminate upon Coach's death or substantial physical or mental incapacity lasting in excess of ninety (90) days which cannot reasonably be accommodated by University and interferes with Coach's ability to perform the essential functions and duties as Assistant Football Coach. In the event of a termination under this Section, neither Coach nor Coach's estate, heirs, legatees, or successors shall be entitled to receive any unaccrued compensation, benefits, or any other amount from University or Foundation.
15. **Termination of Michael Desormeaux.** Notwithstanding any provision in this Contract to the contrary, this Contract shall terminate immediately if Michael Desormeaux's employment as Head Football Coach of the Football Program is terminated for any reason whatsoever, regardless of whether such termination is by Michael Desormeaux, University, or otherwise (the "Head Coach Termination"). In such event, Coach shall be entitled to payment of any compensation and benefits due to Coach pursuant to this Contract for a period of one-hundred twenty (120) days immediately following the Head Coach Termination; all obligations of University and/or Foundation for any compensation and/or benefits to Coach shall cease at the end of such one-hundred twenty (120) day period or immediately upon Coach's acceptance of any Commensurate Position, whichever occurs first.
16. **Title IX, Sexual Harassment and Other Prohibited Sexual Conduct Policy, Non-Discrimination Policy Reporting and Compliance.**
- a. Coach shall promptly report to the University's Title IX Coordinator/EEO Investigator or Deputy Title IX Coordinator any Known Violation(s) of the University's Sexual Harassment and Other Prohibited Sexual Conduct Policy, the University's Non-

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

- b. University may terminate this Contract for cause pursuant Section 12(b) of this Contract for any determined violation by Coach for failure to report a Known Violation.

17. Morality Clauses.

- a. Coach agrees to represent University positively in public and private forums and shall not engage in conduct that reflects adversely on the University or its athletics programs; and
- b. Coach shall also abide by the State of Louisiana Code of Government Ethics, University Policy and Regulations, and the policies and regulations of the University of Louisiana System. In public appearances, he shall at all times conduct himself in a manner that befits a University official and shall always attempt to create goodwill and a good image for the University.

- 18. Acknowledgement.** The parties specifically agree that the obligations assumed in this Contract relate only to obligations regarding payment and there is no guarantee or promise of continued employment for Coach at University whether as Assistant Football Coach or in any other employment capacity.

19. Miscellaneous.

- a. This Contract and all claims or disputes arising out of or relating to this Contract shall be exclusively governed by and interpreted in accordance with the laws of the State of Louisiana, without regard to conflicts of law principles.
- b. In the event that any dispute arises between the parties concerning any breach of this Contract, the party alleging a breach by the other must provide written notice to the

other describing in detail the alleged breach and allow a sixty-day (60-day) period to cure such breach prior to initiating legal action.

- c. Coach shall be entitled to utilize the applicable University grievance procedure in place at the time in the event of a University decision which Coach reasonably believes has adversely affected the terms and/or conditions of Coach's employment, including a termination by University pursuant to Section 12(b) of this Contract. The procedure currently in place for this situation is the University's Grievance Procedure for Non-Faculty Unclassified Personnel (Policy Document VI).
- d. Any and all claims or disputes arising out of or relating to this Contract shall be brought in a court of competent jurisdiction located in the Parish of Lafayette, State of Louisiana. The prevailing party in any judicial determination shall be entitled to recover attorney's fees in addition to any other relief awarded by the Court.
- e. If any term or condition of this Contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Contract are declared severable.
- f. Coach agrees as a condition of his employment to abide by the Drug Free Workplace Act of 1988 and to notify University's Office of Human Resources of any criminal drug conviction for a violation occurring in the workplace as soon as he is made aware of the conviction, but in any event no later than five (5) days after such conviction. (Note this is a requirement of federal law for all institutions receiving federal funds.)
- g. University may cancel this Contract at any time upon thirty (30) days' notice without further obligation due to lack of funding, or a determination by its governing board to eliminate the athletics program for lack of funds, or a decision to discontinue the athletics program made in accordance with University policy and procedures.
- h. Coach shall be responsible for any and all income tax liabilities, interest, and/or penalties related to any benefits he receives pursuant to this Contract.
- i. The parties agree and understand the terms of this Contract are subject to its recommendation by President and contingent upon approval of Board.
- j. This Contract contains the entire agreement between the parties with respect to the subject of this Contract and contains all of the terms and conditions agreed upon with respect to the subject of this Contract, and no other agreements, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind the parties; it being the intent of the parties that neither shall be bound by any term, condition, or representations not herein written.
- k. No delay or failure to enforce any provision of this Contract by University shall constitute a waiver or limitation of rights enforceable under this Contract.
- l. This Contract may be executed in one or more counterparts, each of which individually shall be deemed original but all of which together shall constitute one and the same

document. An electronic (e.g., Portable Document Format or PDF) copy of the original signature of the representative of a party shall have the same validity as an original signature for the purpose of this Contract. In accordance with La. R.S. § 9:2605B(1) and (2), the parties hereto each agree that this transaction may be conducted by electronic means; and electronic signatures of the parties to this Contract shall be acceptable and satisfactory for all legal purposes, as authorized by the Louisiana Uniform Electronic Transactions Act, La. R.S. § 9:2601 through 9:2621.

20. **Notices.** Any notice required herein shall be provided in writing and shall be delivered by personal delivery; a nationally-recognized overnight delivery service; or U.S. registered, certified, or first-class mail to such party. Any such notice shall be deemed to have been given either at the time of personal delivery; the day after it is transmitted to a nationally-recognized overnight delivery service; or in the case of mail, as of three (3) days after it is mailed.

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

University Designee:

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

With copy to:

Dr. Bryan Maggard, Vice President for
Intercollegiate Athletics
University of Louisiana at Lafayette
201 Reinhardt Drive
Lafayette, LA 70506

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

Coach:

James Salgado
201 Reinhardt Drive
Lafayette, LA 70506

21. **Acknowledgement.** Coach acknowledges he has read and understands the foregoing provisions of this Contract; he has been afforded and has exercised the opportunity to consult with personal legal counsel; the provisions are reasonable and enforceable; and he agrees to abide by this Contract and the terms and conditions set forth herein.

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

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

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

DocuSigned by:
Joe Savoie
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By: Dr. E. Joseph Savoie
President, University of Louisiana
at Lafayette

4/5/2024

Date

James Salgado, Coach

DocuSigned by:
James Salgado
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4/3/2024

Date

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

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

**ANCILLARY AGREEMENT TO
CONTRACT FOR EMPLOYMENT
ASSISTANT FOOTBALL COACH**

STATE OF LOUISIANA

PARISH OF LAFAYETTE

This is an Ancillary Agreement is effective February 5, 2024 (“Effective Date”) between the Board of Supervisors for the University of Louisiana System (“Board”), a public constitutional corporation organized and existing under the laws of the State of Louisiana, acting herein on behalf of the University of Louisiana at Lafayette (“University”), represented herein by Dr. E. Joseph Savoie, the duly authorized University President (“President”); the University of Louisiana at Lafayette Foundation (the “Foundation”); and James Salgado (“Coach”).

The Foundation desires to assist and aid University in the employment of Coach for the position of Assistant Football Coach. To that end, the Foundation accepts and agrees to bind itself for the limited obligations of the Foundation set forth in Sections 7, 12, 13, 14, and 15 of the Contract for Employment for Assistant Football Coach (“Contract”) between University and Coach. Any and all sums the Foundation owes pursuant to the Contract shall be paid from Unrestricted Athletic Foundation Accounts. Foundation joins in this Ancillary Agreement for the limited obligations of the Foundation set forth in Sections 7, 12, 13, 14, and 15 of the Contract. No other terms of the Contract shall obligate or bind the Foundation.

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

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

DocuSigned by:
Joe Savoie 4/5/2024
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Board of Supervisors of the Date
University of Louisiana System
By: Dr. E. Joseph Savoie

DocuSigned by:
James Salgado 4/3/2024
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By: James Salgado Date

DocuSigned by:
Bryan Hanks 3/29/2024
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University of Louisiana at Lafayette Date
Foundation
By: Bryan Hanks, Chairman

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

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



University of Louisiana at Lafayette

OFFICE OF THE PRESIDENT

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

Université des Acadiens

April 4, 2024

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

Dear President Gallot:

This is to request approval of the attached contract between the University of Louisiana at Lafayette and Mr. Steven Farmer, Assistant Football Coach.

Please place this item on the agenda for the April 2024 meeting of the Board of Supervisors for the University of Louisiana System.

Sincerely,

A handwritten signature in blue ink, appearing to read "E. Savoie", with a stylized flourish at the end.

E. Joseph Savoie
President

SVC
Attachment

**CONTRACT FOR EMPLOYMENT
ASSISTANT FOOTBALL COACH**

STATE OF LOUISIANA

PARISH OF LAFAYETTE

THIS CONTRACT FOR EMPLOYMENT ("Contract") is made effective the 5th day of February, 2024 ("Effective Date"), by and between the BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM ("Board"), a public constitutional corporation organized and existing under the laws of the State of Louisiana, acting herein on behalf of the UNIVERSITY OF LOUISIANA AT LAFAYETTE ("University"), represented herein by Dr. E. Joseph Savoie, the duly authorized University President ("President"); and STEVEN FARMER ("Coach"). The Board and Coach may be collectively referred to herein as the "parties" and each may be referred to individually as a "party." This Contract is subject to the approval of the Board; therefore, the terms and conditions set forth in this Contract shall be considered a valid contract only upon execution by the parties and written approval by the Board.

WITNESSETH

WHEREAS, University desires to utilize the services of Coach as Assistant Football Coach of University's Football Program (the "Football Program") under the terms and conditions as set forth herein; and

WHEREAS, Coach desires to provide his services as Assistant Coach of the Football Program under the terms and conditions as set forth herein;

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

1. **Employment.** University hereby employs Coach as Assistant Coach of its Football Program, and Coach hereby accepts such employment. Unless otherwise directed by University's Head Football Coach and/or University's Vice President for Intercollegiate Athletics ("VPIA"), Coach shall serve as the Assistant Coach – Run Game Coordinator/Offensive Line for the Football Program. Coach shall be responsible to, and shall report directly to, University's Head Football Coach. Coach shall also be under the general supervision of VPIA and President.
2. **Term.**
 - a. **Initial Term.** This Contract's term shall be deemed to have commenced on the Effective Date and shall continue in effect until January 14, 2026 ("Initial Term").
 - b. **Renewal.** This Contract is renewable solely at the option of University and subject to approval by Board and Coach; however, if, after expiration of the Initial Term and any written term extension thereof, University continues to accept Coach's services without execution of a new contract or an extension of this Contract, Coach's employment shall be on a month-to-month employment-at-will basis.

3. **Duties and Responsibilities.** Coach shall perform such duties as the Head Football Coach and/or VPIA may reasonably assign. Specifically, Coach shall:
- a. Faithfully and conscientiously perform the duties of Assistant Football Coach as the Football Program's Run Game Coordinator – Offensive Line Coach which are expressly assigned and/or inherent in such position.
 - b. Maintain the high moral and ethical standards commonly expected of Coach as a highly visible representative of University by nonexclusively:
 - i. Carrying himself in a professional and sportsman-like manner as expected of a highly visible representative of University, whose conduct, both on and off the field, affects the reputation of University, the viability of its athletic programs and contracts, and the well-being of its student-athletes;
 - ii. Avoiding profane or insulting behavior directed towards student-athletes, spectators, and members of the media;
 - iii. Refraining from any conduct that would offend prevailing social values and reflect negatively on University's reputation; and
 - iv. Avoiding any business or professional activities or pursuits that will conflict with his performance of his duties or will otherwise interfere with University's interest.
 - c. Promote an atmosphere in which Football student-athletes conduct themselves in a manner reflecting a positive image for University at all times during their tenure as participants in University's athletic programs.
 - d. Adhere to and promote University's standards for the academic performance of its student-athletes in recruitment, supervision, and coaching of the student-athlete members of the Football Program.
 - e. Participate in fundraising efforts with private donors, corporate sponsors, and others for the benefit of the Football Program as reasonably requested by University and the University of Louisiana at Lafayette Foundation ("Foundation").
 - f. Comply with all state and federal laws, as well as policies, rules, regulations, and interpretations of University, Board, the National Collegiate Athletic Association (the "NCAA"), and the Sun Belt Conference or any other conference of which University may become a member during the Initial Term and any renewal term(s) of the Contract (the "Conference"), as now constituted or as may be amended during the Initial Term and any renewal term(s) hereof.
 - g. Immediately inform University's Compliance Officer of any suspected violation of NCAA policies, rules, and/or regulations, and assist the investigation and reporting thereof.

- h. Promote the Football Program's compliance with all applicable state and federal laws and University and Board policies concerning intercollegiate athletics, including, without limitation, Title IX of the Educational Amendments of 1972, 20 U.S.C. § 1681 *et seq.*, the Americans with Disabilities Act, 42 U.S.C. § 12101, *et seq.*, and all state and federal non-discrimination laws.
- i. Adhere to and carry out other directives and responsibilities as may be given by the Head Football Coach and/or VPIA from time to time.
4. **Base Salary.** In consideration for the services of Coach and satisfactory performance of the conditions of this Contract, University agrees to pay Coach an annual base salary of Two Hundred Fifty Thousand Dollars and NO/100 (\$250,000.00), payable in equal monthly installments of Twenty Thousand Eight Hundred Thirty-Three Dollars and 33/100 (\$20,833.33) on the last day of each month. The compensation paid shall be subject to the same payroll deductions that apply to University's non-academic administrative employees. All salary payments shall be subject to withholding and other applicable taxes. Coach shall receive all applicable State of Louisiana authorized general salary increases for which he is eligible. Any such increases are incorporated herein by reference to the same extent as if this Contract was amended to incorporate same.
5. **General Benefits.** Coach shall be entitled to standard fringe benefits that are provided to full-time employees generally on the same basis as offered University-wide. Employment benefits shall be calculated in accordance with state and federal guidelines.
6. **Additional Benefits.** University shall also provide or pay to Coach the following additional benefits:
- a. **Football Tickets.** University shall provide Coach up to eight (8) tickets per home Football game for personal use.
 - b. **Automobile Benefits.** Either (i) use of an automobile by an automobile dealership or (ii) an annual automobile allowance in the amount of Three Thousand Dollars and NO/100 (\$3,000.00), paid in equal monthly installments of Two Hundred Fifty Dollars and NO/100 (\$250.00).
 - c. **Cellular Telephone Allowance.** A cellular telephone allowance of Eighty Dollars and NO/100 (\$80.00) per month.
 - d. **Relocation Costs.** Reimbursement of an amount totaling no more than ten percent (10%) of Coach's annual salary for reasonable costs incurred for relocation, including travel costs for himself, his spouse, and his children incurred before his spouse and children relocate. In addition, University will make reasonable efforts to assist with temporary housing for up to fifteen (15) days. Any such reimbursement pursuant to this Section 6(d) shall be subject to any and all University policies, any applicable Board policies, and any applicable Foundation policies. Should Coach resign or be terminated with cause from employment within two (2) years of the Effective Date, Coach will be responsible for the repayment of the relocation costs based on Coach's length of employment as follows:

- i. Employed less than six (6) months, Coach shall repay one-hundred percent (100%) of the relocation costs;
- ii. Employed at least six (6) months but less than one (1) year, Coach shall repay seventy-five percent (75%) of the relocation costs; and
- iii. Employed at least one (1) year but less than two (2) years, Coach shall repay fifty percent (50%) of the relocation costs.

7. **Achievement Compensation.** University acknowledges Coach will contribute valuably to the occurrence of the Football Team's achievements. In recognition of such contributions, University shall pay to Coach, through funds provided by the Foundation from its Unrestricted Athletic Foundation Accounts to be used at University's discretion in compliance with Foundation's exempt purpose, the following Achievement Compensation:

- a. **Conference Achievement Compensation.** Coach shall receive an Achievement Compensation payment equal to the greater of:
 - i. An amount equal to seven-and-a-half percent (7.5%) of one (1) monthly installment of Coach's base salary if Football Team wins its Conference division; or
 - ii. An amount equal to fifteen percent (15%) of one (1) monthly installment of Coach's base salary if Football Team wins its Conference championship game.
- b. **Post-Season Achievement Compensation.** In addition to any payment set forth in Section 7(a), Coach shall receive an Achievement Compensation payment equal to the greater of:
 - i. An amount equal to twenty-five percent (25%) of one (1) monthly installment of Coach's base salary if the Football Team appears in a non-College Football Playoff Bowl game affiliated with the Conference, provided that the Football team finished with a final regular season record of seven wins and that Coach coaches the Football Team in such Bowl game; or
 - ii. An amount equal to one (1) monthly installment of Coach's base salary if the Football Team appears in a College Football Playoff game, provided that Coach coaches the Football Team in such Playoff game.
- c. **Power 5 Win Achievement Compensation.** In addition to any payment set forth in Section 7(a)-(b), Coach shall receive Two Thousand Dollars and NO/100 (\$2,000.00) if the Football Team wins a regular-season game versus a non-conference Power 5 opponent.
- d. **Top 25 Ranking Achievement Compensation.** In addition to any payment set forth in Section 7(a)-(c), Coach shall receive Two Thousand Dollars and NO/100 (\$2,000.00) if the Football Team achieves a Top 25 Final Ranking.

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- e. All Achievement Compensation payable pursuant to this Section 7 shall be deemed to have been earned on the date of the event or occurrence prompting the supplemental compensation payment; payable within thirty (30) days following the event or occurrence prompting the Achievement Compensation payment; paid in addition to any other compensation due under this Contract; and subject to standard federal and state withholdings.
 - f. Notwithstanding the foregoing, Coach shall not be entitled to any unpaid Achievement Compensation for any year during which Coach has been suspended by University or during which University has terminated Coach's employment as a coach for cause.

8. Compliance with Law, Policy, and Regulations.

- a. Coach agrees to provide his services consistent with the terms and conditions of this Contract, the laws of the United States of America, and any applicable state law including the Louisiana Code of Governmental Ethics; the policies, guidelines, and requirements of University and the Board; and the constitution, bylaws, rules, regulations, and interpretations of the NCAA and Conference. Coach shall not violate any civil law, including but not limited to Title IX of the Educational Amendments of 1972, 20 U.S.C. § 1681 *et seq.* and the Americans with Disabilities Act, 42 U.S.C. § 12101, *et seq.*, or criminal law of any state or federal government. Failure to comply with this Section may result in suspension and/or termination of Coach's employment as Assistant Football Coach, or termination of this Contract.
- b. Pursuant to NCAA Bylaw 11.2.1, Coach understands that he has an affirmative obligation to cooperate fully in the infractions process, including the investigation and adjudication of a case (see NCAA Bylaw 19.2.3 for examples of full cooperation). Coach hereby stipulates that if he is found to be in violation of NCAA regulations, he shall be subject to disciplinary or corrective action as set forth in the NCAA infractions process (see NCAA Bylaw 19), including suspension without pay, or in the event of a Level 1 or Level 2 violation, possible termination of employment.

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

10. Outside Employment. Coach agrees that he shall not, personally or through any agent, actively seek, interview, negotiate for, or accept other employment of any nature during the term of this Contract without first providing notice to the Head Coach.

11. Endorsement/Personal Gain. Coach agrees that he shall not, directly or by implication, use University's name or logos in the endorsement of commercial products or services, nor shall he use his employee standing for personal benefit or gain without prior written approval from President and compliance with Board and University policies. This prohibition includes, but is not limited to, soliciting, accepting, and/or receiving private employment, consultation, gifts, gratuities, speaking engagements, endorsements of commercial products, positions on advisory boards (including those of athletic sporting goods companies, etc.), or a fee based upon any contracts and purchase of goods and services for the Football Program. Any violation of this provision may be considered a conflict of interest and grounds for termination for cause.

12. Termination by University.

a. Without Cause.

- i. University may terminate this Contract without cause in the sole and absolute discretion of President, after receiving approval of the President of the University of Louisiana System. In such event, Coach shall receive liquidated damages equivalent to seventy-five percent (75%) of the Base Salary remaining to be paid under the unexpired term of this Contract. Neither University nor the Foundation shall have any other obligations to Coach whatsoever for any other benefits or supplemental compensation other than payment of amounts already earned at the time of termination but not yet paid. University may, at its sole option, issue such liquidated damages in either a single lump sum within sixty (60) days of the date of termination, or in equal monthly installments through the remaining term of this Contract. All liquidated damages payable pursuant to this Section 12(a)(i) shall be issued from funds provided by the Foundation from its Unrestricted Athletic Foundation Accounts to be used in University's discretion in compliance with Foundation's exempt purpose. All other obligations of University and/or Foundation for any compensation and/or other benefits to Coach shall cease as of the date of termination.
- ii. In the event of a termination described in Section 12(a)(i), Coach shall actively seek employment commensurate with his education and experience. Subject to the dual employment laws of Louisiana, any University obligation described in Section 12(a)(i) shall be offset and reduced by any gross income, base salary, wages, talent fees, consulting fees, honoraria, independent contractor fees, or other income of any kind whatsoever ("Gross Compensation") Coach may receive from any employer, including any business entity owned or controlled by Coach or in which Coach has an interest, as a result of employment as a head coach, assistant coach, or administrator, either at a college/university or with a professional sports organization (a "Coaching Position"), regardless of whether Coach receives such Gross Compensation personally or through any

business entity. To effect any such offset required hereunder, Coach shall issue payments to University in the amount of each Gross Compensation payment Coach receives, within fourteen (14) days of Coach's receipt of each such Gross Compensation payment, until the full amount of the liquidated damages payment set forth in Section 12(a)(i), above, has been repaid.

- iii. Within fourteen (14) days after accepting any Coaching Position, Coach shall furnish to University notice of said employment, including the terms of his employment, start date, compensation, and substantiating documents such as contracts, appointment forms, etc. Coach shall notify University of any changes in his Gross Compensation within fourteen (14) days of such change, including receipt of any additional compensation in the form of bonuses, raises, etc. Coach shall provide University with a copy of his W-2, 1099, or other verifiable documentation of his income, which, for any given year, shall be provided no later than February 15th of the following year. If Coach breaches any and/or all of these obligations, University shall, within thirty (30) days of knowledge of such breach, provide Coach with written demand to cure such breach within ten (10) days and to provide documentary proof of exigent circumstances which clearly demonstrates a reasonable excuse for such breach. If Coach fails to do so, University's obligation pursuant to Section 12(a)(i) shall cease.
- iv. Payment of liquidated damages under this Section 12(a) shall constitute a full release of any claims Coach might otherwise assert against Board, University, the Foundation, or any of their officers, board members, representatives, agents, or employees as of the date of termination. In consideration of this payment, Coach shall, and does hereby, release and discharge Board, University and the Foundation, their officers, board members, representatives, agents, and employees, from and against any liability of any nature whatsoever related to or arising out of this Contract and Coach's employment at University as of the date of termination, including, but not limited to, any and all claims arising under or relating to any Federal or state constitutions, laws, regulations, or other provision of law.

b. For Just Cause.

- i. University may terminate this Contract for just cause, including but not limited to Coach's:
 - 1. Failure to comply with this Contract;
 - 2. Deliberate or persistent failure or refusal to perform duties and responsibilities to best of Coach's ability;
 - 3. Failure to comply with a lawful directive from the Head Football Coach, VPIA, or President, or other insubordination;
 - 4. Serious or intentional violation by Coach of any applicable law, rule, regulation, policy, or guideline, issued by any state or federal

government agency, the Board, the University, the Conference, the NCAA, and/or any other governing body, that, in sole judgment of VPIA or President, reflects adversely upon University or presents a conflict of interest between University and Coach;

5. Condoning, failing to prevent, and/or failing to report any Football Program member's violation of any applicable law, rule, regulation, policy, or guideline, issued by any state or federal government agency, the Board, the University, the Conference, the NCAA, or any other governing body, that, in sole judgment of VPIA or President, reflects adversely upon University or presents a conflict of interest between University and any Football Program member, provided Coach knew or reasonably should have known of such violation;
 6. Failure to cooperate with University, Conference, and/or the NCAA in the investigation of alleged violations of Conference or NCAA regulations; and/or
 7. Prolonged absence from University without University's consent.
- ii. In the event of a termination under this Section for just cause, Coach shall not be entitled to receive any compensation, benefits, or any other amount from University or the Foundation beyond the date of termination.
 - iii. Coach and University acknowledge that it is not the desire or the intention of University that Coach's employment be terminable for minor, technical, or otherwise insignificant acts of misconduct by Coach, or for minor, technical, or otherwise insignificant University regulations or NCAA or Conference violations which do not entail the risk of Level I or Level II institutional penalties. Prior to termination for cause, University intends to provide Coach with a reasonable opportunity to remedy and/or correct any grounds for termination for cause, unless, in University's reasonable discretion, the grounds for such a termination warrant immediate termination.
- c. **Sole Remedy.** Coach agrees his sole and exclusive remedy, if any, against Board, University, and/or the Foundation in the event of termination of this Contract by University for any reason shall be in accordance with the provisions set forth in this Section. In no event shall Board, University, or Foundation be liable for direct, indirect, special, incidental, or consequential damages.

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

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

- b. In addition to payment of the entirety of any applicable buyout, Coach shall also pay to Foundation within sixty (60) days of the effective date of termination a liquidated damages payment of:
 - i. Fifty percent (50%) of the then-current Base Salary if such termination occurs within one hundred twenty (120) days from the Effective Date of this Contract; or
 - ii. Thirty percent (30%) of the then-current Base Salary if such termination occurs more than one hundred twenty (120) days from the Effective Date of this Contract and prior to the latter of the Football Program's last Conference game or Conference championship game of the 2025 football season.
- c. If Coach terminates this Contract due to accepting employment at another institution as a head coach, an offensive coordinator with sole play calling responsibilities, or as a full-time assistant coach position in the National Football League, Section 13 (b)(i-ii) shall not be applicable and shall herein be waived.
- d. For a period of one (1) year after the date of termination, Coach shall not contact or otherwise seek to recruit any high school junior or senior, or rising junior college athlete, who has officially visited University, unless any new institution employing Coach had contacted or recruited such athlete prior to Coach's acceptance of employment with such institution. The obligations created herein shall survive the termination of this Contract and shall continue in full force and effect.

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

15. Termination of Michael Desormeaux. Notwithstanding any provision in this Contract to the contrary, this Contract shall terminate immediately if Michael Desormeaux's employment as Head Football Coach of the Football Program is terminated for any reason whatsoever, regardless of whether such termination is by Michael Desormeaux, University, or otherwise (the "Head Coach Termination"). In such event, Coach shall be entitled to payment of any compensation and benefits due to Coach pursuant to this Contract for a period of sixty (60) days immediately following the Head Coach Termination; all obligations of University and/or Foundation for any compensation and/or benefits to Coach shall cease at the end of such sixty (60) day period or immediately upon Coach's acceptance of any Commensurate Position, whichever occurs first.

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

- a. Coach shall promptly report to the University's Title IX Coordinator/EEO Investigator or Deputy Title IX Coordinator any Known Violation(s) of the University's Sexual

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

- b. University may terminate this Contract for cause pursuant Section 12(b) of this Contract for any determined violation by Coach for failure to report a Known Violation.

17. Morality Clauses.

- a. Coach agrees to represent University positively in public and private forums and shall not engage in conduct that reflects adversely on the University or its athletics programs; and
- b. Coach shall also abide by the State of Louisiana Code of Government Ethics, University Policy and Regulations, and the policies and regulations of the University of Louisiana System. In public appearances, he shall at all times conduct himself in a manner that befits a University official and shall always attempt to create goodwill and a good image for the University.

18. Acknowledgement. The parties specifically agree that the obligations assumed in this Contract relate only to obligations regarding payment and there is no guarantee or promise of continued employment for Coach at University whether as Assistant Football Coach or in any other employment capacity.

19. Miscellaneous.

- a. This Contract and all claims or disputes arising out of or relating to this Contract shall be exclusively governed by and interpreted in accordance with the laws of the State of Louisiana, without regard to conflicts of law principles.

- b. In the event that any dispute arises between the parties concerning any breach of this Contract, the party alleging a breach by the other must provide written notice to the other describing in detail the alleged breach and allow a sixty-day (60-day) period to cure such breach prior to initiating legal action.
- c. Coach shall be entitled to utilize the applicable University grievance procedure in place at the time in the event of a University decision which Coach reasonably believes has adversely affected the terms and/or conditions of Coach's employment, including a termination by University pursuant to Section 12(b) of this Contract. The procedure currently in place for this situation is the University's Grievance Procedure for Non-Faculty Unclassified Personnel (Policy Document VI).
- d. Any and all claims or disputes arising out of or relating to this Contract shall be brought in a court of competent jurisdiction located in the Parish of Lafayette, State of Louisiana. The prevailing party in any judicial determination shall be entitled to recover attorney's fees in addition to any other relief awarded by the Court.
- e. If any term or condition of this Contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Contract are declared severable.
- f. Coach agrees as a condition of his employment to abide by the Drug Free Workplace Act of 1988 and to notify University's Office of Human Resources of any criminal drug conviction for a violation occurring in the workplace as soon as he is made aware of the conviction, but in any event no later than five (5) days after such conviction. (Note this is a requirement of federal law for all institutions receiving federal funds.)
- g. University may cancel this Contract at any time upon thirty (30) days' notice without further obligation due to lack of funding, or a determination by its governing board to eliminate the athletics program for lack of funds, or a decision to discontinue the athletics program made in accordance with University policy and procedures.
- h. Coach shall be responsible for any and all income tax liabilities, interest, and/or penalties related to any benefits he receives pursuant to this Contract.
- i. The parties agree and understand the terms of this Contract are subject to its recommendation by President and contingent upon approval of Board.
- j. This Contract contains the entire agreement between the parties with respect to the subject of this Contract and contains all of the terms and conditions agreed upon with respect to the subject of this Contract, and no other agreements, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind the parties; it being the intent of the parties that neither shall be bound by any term, condition, or representations not herein written.
- k. No delay or failure to enforce any provision of this Contract by University shall constitute a waiver or limitation of rights enforceable under this Contract.

1. This Contract may be executed in one or more counterparts, each of which individually shall be deemed original but all of which together shall constitute one and the same document. An electronic (e.g., Portable Document Format or PDF) copy of the original signature of the representative of a party shall have the same validity as an original signature for the purpose of this Contract. In accordance with La. R.S. § 9:2605B(1) and (2), the parties hereto each agree that this transaction may be conducted by electronic means; and electronic signatures of the parties to this Contract shall be acceptable and satisfactory for all legal purposes, as authorized by the Louisiana Uniform Electronic Transactions Act, La. R.S. § 9:2601 through 9:2621.
- 20. Notices.** Any notice required herein shall be provided in writing and shall be delivered by personal delivery; a nationally-recognized overnight delivery service; or U.S. registered, certified, or first-class mail to such party. Any such notice shall be deemed to have been given either at the time of personal delivery; the day after it is transmitted to a nationally-recognized overnight delivery service; or in the case of mail, as of three (3) days after it is mailed.

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

University Designee:

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

With copy to:

Dr. Bryan Maggard, Vice President for
Intercollegiate Athletics
University of Louisiana at Lafayette
201 Reinhardt Drive
Lafayette, LA 70506

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

Coach:

Steven Farmer
201 Reinhardt Drive
Lafayette, LA 70506

- 21. Acknowledgement.** Coach acknowledges he has read and understands the foregoing provisions of this Contract; he has been afforded and has exercised the opportunity to consult with personal legal counsel; the provisions are reasonable and enforceable; and he agrees to abide by this Contract and the terms and conditions set forth herein.

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

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

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

DocuSigned by:
Joe Savoie
1405E1487C93461...

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

4/5/2024
Date

Steven Farmer, Coach

DocuSigned by:
Steven Farmer
A1850D02B497445...

4/3/2024
Date

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

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

**ANCILLARY AGREEMENT TO
CONTRACT FOR EMPLOYMENT
ASSISTANT FOOTBALL COACH**

STATE OF LOUISIANA

PARISH OF LAFAYETTE

This is an Ancillary Agreement is effective February 5, 2024 (“Effective Date”) between the Board of Supervisors for the University of Louisiana System (“Board”), a public constitutional corporation organized and existing under the laws of the State of Louisiana, acting herein on behalf of the University of Louisiana at Lafayette (“University”), represented herein by Dr. E. Joseph Savoie, the duly authorized University President (“President”); the University of Louisiana at Lafayette Foundation (the “Foundation”); and Steven Farmer (“Coach”).

The Foundation desires to assist and aid University in the employment of Coach for the position of Assistant Football Coach. To that end, the Foundation accepts and agrees to bind itself for the limited obligations of the Foundation set forth in Sections 7, 12, 13, 14, and 15 of the Contract for Employment for Assistant Football Coach (“Contract”) between University and Coach. Any and all sums the Foundation owes pursuant to the Contract shall be paid from Unrestricted Athletic Foundation Accounts. Foundation joins in this Ancillary Agreement for the limited obligations of the Foundation set forth in Sections 7, 12, 13, 14, and 15 of the Contract. No other terms of the Contract shall obligate or bind the Foundation.

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

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

DocuSigned by:

Joe Savoie

4/5/2024

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Board of Supervisors of the
University of Louisiana System
By: Dr. E. Joseph Savoie

Date

DocuSigned by:

Steven Farmer

4/3/2024

A1850D02B497445...

By: Steven Farmer

Date

DocuSigned by:

Bryan Hanks

3/29/2024

37D54100A727492...

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

Date

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

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



University of Louisiana at Lafayette

OFFICE OF THE PRESIDENT

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

Université des Acadiens

April 4, 2024

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

Dear President Gallot:

This is to request approval of the attached contract between the University of Louisiana at Lafayette and Mr. Timothy Scott Stoker, Assistant Football Coach.

Please place this item on the agenda for the April 2024 meeting of the Board of Supervisors for the University of Louisiana System.

Sincerely,

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

E. Joseph Savoie
President

svc
Attachment

**CONTRACT FOR EMPLOYMENT
ASSISTANT FOOTBALL COACH**

STATE OF LOUISIANA

PARISH OF LAFAYETTE

THIS CONTRACT FOR EMPLOYMENT ("Contract") is made effective the 22nd day of January, 2024 ("Effective Date"), by and between the BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM ("Board"), a public constitutional corporation organized and existing under the laws of the State of Louisiana, acting herein on behalf of the UNIVERSITY OF LOUISIANA AT LAFAYETTE ("University"), represented herein by Dr. E. Joseph Savoie, the duly authorized University President ("President"); and TIMOTHY SCOTT STOKER ("Coach"). The Board and Coach may be collectively referred to herein as the "parties" and each may be referred to individually as a "party." This Contract is subject to the approval of the Board; therefore, the terms and conditions set forth in this Contract shall be considered a valid contract only upon execution by the parties and written approval by the Board.

WITNESSETH

WHEREAS, University desires to utilize the services of Coach as Assistant Football Coach of University's Football Program (the "Football Program") under the terms and conditions as set forth herein; and

WHEREAS, Coach desires to provide his services as Assistant Coach of the Football Program under the terms and conditions as set forth herein;

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

1. **Employment.** University hereby employs Coach as Assistant Coach of its Football Program, and Coach hereby accepts such employment. Unless otherwise directed by University's Head Football Coach and/or University's Vice President for Intercollegiate Athletics ("VPIA"), Coach shall serve as the Assistant Coach – Inside Linebackers for the Football Program. Coach shall be responsible to, and shall report directly to, University's Head Football Coach. Coach shall also be under the general supervision of VPIA and President.
2. **Term.**
 - a. **Initial Term.** This Contract's term shall be deemed to have commenced on the Effective Date and shall continue in effect until January 14, 2026 ("Initial Term").
 - b. **Renewal.** This Contract is renewable solely at the option of University and subject to approval by Board and Coach; however, if, after expiration of the Initial Term and any written term extension thereof, University continues to accept Coach's services without execution of a new contract or an extension of this Contract, Coach's employment shall be on a month-to-month employment-at-will basis.

3. **Duties and Responsibilities.** Coach shall perform such duties as the Head Football Coach and/or VPIA may reasonably assign. Specifically, Coach shall:
- a. Faithfully and conscientiously perform the duties of Assistant Football Coach as the Football Program's Inside Linebackers Coach which are expressly assigned and/or inherent in such position.
 - b. Maintain the high moral and ethical standards commonly expected of Coach as a highly visible representative of University by nonexclusively:
 - i. Carrying himself in a professional and sportsman-like manner as expected of a highly visible representative of University, whose conduct, both on and off the field, affects the reputation of University, the viability of its athletic programs and contracts, and the well-being of its student-athletes;
 - ii. Avoiding profane or insulting behavior directed towards student-athletes, spectators, and members of the media;
 - iii. Refraining from any conduct that would offend prevailing social values and reflect negatively on University's reputation; and
 - iv. Avoiding any business or professional activities or pursuits that will conflict with his performance of his duties or will otherwise interfere with University's interest.
 - c. Promote an atmosphere in which Football student-athletes conduct themselves in a manner reflecting a positive image for University at all times during their tenure as participants in University's athletic programs.
 - d. Adhere to and promote University's standards for the academic performance of its student-athletes in recruitment, supervision, and coaching of the student-athlete members of the Football Program.
 - e. Participate in fundraising efforts with private donors, corporate sponsors, and others for the benefit of the Football Program as reasonably requested by University and the University of Louisiana at Lafayette Foundation ("Foundation").
 - f. Comply with all state and federal laws, as well as policies, rules, regulations, and interpretations of University, Board, the National Collegiate Athletic Association (the "NCAA"), and the Sun Belt Conference or any other conference of which University may become a member during the Initial Term and any renewal term(s) of the Contract (the "Conference"), as now constituted or as may be amended during the Initial Term and any renewal term(s) hereof.
 - g. Immediately inform University's Compliance Officer of any suspected violation of NCAA policies, rules, and/or regulations, and assist the investigation and reporting thereof.

- h. Promote the Football Program's compliance with all applicable state and federal laws and University and Board policies concerning intercollegiate athletics, including, without limitation, Title IX of the Educational Amendments of 1972, 20 U.S.C. § 1681 *et seq.*, the Americans with Disabilities Act, 42 U.S.C. § 12101, *et seq.*, and all state and federal non-discrimination laws.
- i. Adhere to and carry out other directives and responsibilities as may be given by the Head Football Coach and/or VPIA from time to time.

4. **Base Salary.** In consideration for the services of Coach and satisfactory performance of the conditions of this Contract, University agrees to pay Coach an annual base salary of One Hundred Seventy-Five Thousand Dollars and NO/100 (\$175,000.00), payable in equal monthly installments of Fourteen Thousand Five Hundred Eighty-Three Dollars and 33/100 (\$14,583.33) on the last day of each month. The compensation paid shall be subject to the same payroll deductions that apply to University's non-academic administrative employees. All salary payments shall be subject to withholding and other applicable taxes. Coach shall receive all applicable State of Louisiana authorized general salary increases for which he is eligible. Any such increases are incorporated herein by reference to the same extent as if this Contract was amended to incorporate same.
5. **General Benefits.** Coach shall be entitled to standard fringe benefits that are provided to full-time employees generally on the same basis as offered University-wide. Employment benefits shall be calculated in accordance with state and federal guidelines.
6. **Additional Benefits.** University shall also provide or pay to Coach the following additional benefits:
 - a. **Football Tickets.** University shall provide Coach up to eight (8) tickets per home Football game for personal use.
 - b. **Automobile Benefits.** Either (i) use of an automobile by an automobile dealership or (ii) an annual automobile allowance in the amount of Three Thousand Dollars and NO/100 (\$3,000.00), paid in equal monthly installments of Two Hundred Fifty Dollars and NO/100 (\$250.00).
 - c. **Cellular Telephone Allowance.** A cellular telephone allowance of Eighty Dollars and NO/100 (\$80.00) per month.
 - d. **Relocation Costs.** Reimbursement of an amount totaling no more than ten percent (10%) of Coach's annual salary for reasonable costs incurred for relocation, including travel costs for himself, his spouse, and his children incurred before his spouse and children relocate. In addition, University will make reasonable efforts to assist with temporary housing for up to fifteen (15) days. Any such reimbursement pursuant to this Section 6(d) shall be subject to any and all University policies, any applicable Board policies, and any applicable Foundation policies. Should Coach resign or be terminated with cause from employment within two (2) years of the Effective Date, Coach will be responsible for the repayment of the relocation costs based on Coach's length of employment as follows:

- i. Employed less than six (6) months, Coach shall repay one-hundred percent (100%) of the relocation costs;
- ii. Employed at least six (6) months but less than one (1) year, Coach shall repay seventy-five percent (75%) of the relocation costs; and
- iii. Employed at least one (1) year but less than two (2) years, Coach shall repay fifty percent (50%) of the relocation costs.

7. **Achievement Compensation.** University acknowledges Coach will contribute valuably to the occurrence of the Football Team's achievements. In recognition of such contributions, University shall pay to Coach, through funds provided by the Foundation from its Unrestricted Athletic Foundation Accounts to be used at University's discretion in compliance with Foundation's exempt purpose, the following Achievement Compensation:

- a. **Conference Achievement Compensation.** Coach shall receive an Achievement Compensation payment equal to the greater of:
 - i. An amount equal to seven-and-a-half percent (7.5%) of one (1) monthly installment of Coach's base salary if Football Team wins its Conference division; or
 - ii. An amount equal to fifteen percent (15%) of one (1) monthly installment of Coach's base salary if Football Team wins its Conference championship game.
- b. **Post-Season Achievement Compensation.** In addition to any payment set forth in Section 7(a), Coach shall receive an Achievement Compensation payment equal to the greater of:
 - i. An amount equal to twenty-five percent (25%) of one (1) monthly installment of Coach's base salary if the Football Team appears in a non-College Football Playoff Bowl game affiliated with the Conference, provided that the Football team finished with a final regular season record of seven wins and that Coach coaches the Football Team in such Bowl game; or
 - ii. An amount equal to one (1) monthly installment of Coach's base salary if the Football Team appears in a College Football Playoff game, provided that Coach coaches the Football Team in such Playoff game.
- c. **Power 5 Win Achievement Compensation.** In addition to any payment set forth in Section 7(a)-(b), Coach shall receive Two Thousand Dollars and NO/100 (\$2,000.00) if the Football Team wins a regular-season game versus a non-conference Power 5 opponent.
- d. **Top 25 Ranking Achievement Compensation.** In addition to any payment set forth in Section 7(a)-(c), Coach shall receive Two Thousand Dollars and NO/100 (\$2,000.00) if the Football Team achieves a Top 25 Final Ranking.

- e. All Achievement Compensation payable pursuant to this Section 7 shall be deemed to have been earned on the date of the event or occurrence prompting the supplemental compensation payment; payable within thirty (30) days following the event or occurrence prompting the Achievement Compensation payment; paid in addition to any other compensation due under this Contract; and subject to standard federal and state withholdings.
- f. Notwithstanding the foregoing, Coach shall not be entitled to any unpaid Achievement Compensation for any year during which Coach has been suspended by University or during which University has terminated Coach's employment as a coach for cause.

8. Compliance with Law, Policy, and Regulations.

- a. Coach agrees to provide his services consistent with the terms and conditions of this Contract, the laws of the United States of America, and any applicable state law including the Louisiana Code of Governmental Ethics; the policies, guidelines, and requirements of University and the Board; and the constitution, bylaws, rules, regulations, and interpretations of the NCAA and Conference. Coach shall not violate any civil law, including but not limited to Title IX of the Educational Amendments of 1972, 20 U.S.C. § 1681 *et seq.* and the Americans with Disabilities Act, 42 U.S.C. § 12101, *et seq.*, or criminal law of any state or federal government. Failure to comply with this Section may result in suspension and/or termination of Coach's employment as Assistant Football Coach, or termination of this Contract.
- b. Pursuant to NCAA Bylaw 11.2.1, Coach understands that he has an affirmative obligation to cooperate fully in the infractions process, including the investigation and adjudication of a case (see NCAA Bylaw 19.2.3 for examples of full cooperation). Coach hereby stipulates that if he is found to be in violation of NCAA regulations, he shall be subject to disciplinary or corrective action as set forth in the NCAA infractions process (see NCAA Bylaw 19), including suspension without pay, or in the event of a Level 1 or Level 2 violation, possible termination of employment.

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

10. Outside Employment. Coach agrees that he shall not, personally or through any agent, actively seek, interview, negotiate for, or accept other employment of any nature during the term of this Contract without first providing notice to the Head Coach.

11. Endorsement/Personal Gain. Coach agrees that he shall not, directly or by implication, use University's name or logos in the endorsement of commercial products or services, nor shall he use his employee standing for personal benefit or gain without prior written approval from President and compliance with Board and University policies. This prohibition includes, but is not limited to, soliciting, accepting, and/or receiving private employment, consultation, gifts, gratuities, speaking engagements, endorsements of commercial products, positions on advisory boards (including those of athletic sporting goods companies, etc.), or a fee based upon any contracts and purchase of goods and services for the Football Program. Any violation of this provision may be considered a conflict of interest and grounds for termination for cause.

12. Termination by University.

a. Without Cause.

- i. University may terminate this Contract without cause in the sole and absolute discretion of President, after receiving approval of the President of the University of Louisiana System. In such event, Coach shall receive liquidated damages equivalent to seventy-five percent (75%) of the Base Salary remaining to be paid under the unexpired term of this Contract. Neither University nor the Foundation shall have any other obligations to Coach whatsoever for any other benefits or supplemental compensation other than payment of amounts already earned at the time of termination but not yet paid. University may, at its sole option, issue such liquidated damages in either a single lump sum within sixty (60) days of the date of termination, or in equal monthly installments through the remaining term of this Contract. All liquidated damages payable pursuant to this Section 12(a)(i) shall be issued from funds provided by the Foundation from its Unrestricted Athletic Foundation Accounts to be used in University's discretion in compliance with Foundation's exempt purpose. All other obligations of University and/or Foundation for any compensation and/or other benefits to Coach shall cease as of the date of termination.
- ii. In the event of a termination described in Section 12(a)(i), Coach shall actively seek employment commensurate with his education and experience. Subject to the dual employment laws of Louisiana, any University obligation described in Section 12(a)(i) shall be offset and reduced by any gross income, base salary, wages, talent fees, consulting fees, honoraria, independent contractor fees, or other income of any kind whatsoever ("Gross Compensation") Coach may receive from any employer, including any business entity owned or controlled by Coach or in which Coach has an interest, as a result of employment as a head coach, assistant coach, or administrator, either at a college/university or with a professional sports organization (a "Coaching Position"), regardless of whether Coach receives such Gross Compensation personally or through any

business entity. To effect any such offset required hereunder, Coach shall issue payments to University in the amount of each Gross Compensation payment Coach receives, within fourteen (14) days of Coach's receipt of each such Gross Compensation payment, until the full amount of the liquidated damages payment set forth in Section 12(a)(i), above, has been repaid.

- iii. Within fourteen (14) days after accepting any Coaching Position, Coach shall furnish to University notice of said employment, including the terms of his employment, start date, compensation, and substantiating documents such as contracts, appointment forms, etc. Coach shall notify University of any changes in his Gross Compensation within fourteen (14) days of such change, including receipt of any additional compensation in the form of bonuses, raises, etc. Coach shall provide University with a copy of his W-2, 1099, or other verifiable documentation of his income, which, for any given year, shall be provided no later than February 15th of the following year. If Coach breaches any and/or all of these obligations, University shall, within thirty (30) days of knowledge of such breach, provide Coach with written demand to cure such breach within ten (10) days and to provide documentary proof of exigent circumstances which clearly demonstrates a reasonable excuse for such breach. If Coach fails to do so, University's obligation pursuant to Section 12(a)(i) shall cease.
- iv. Payment of liquidated damages under this Section 12(a) shall constitute a full release of any claims Coach might otherwise assert against Board, University, the Foundation, or any of their officers, board members, representatives, agents, or employees as of the date of termination. In consideration of this payment, Coach shall, and does hereby, release and discharge Board, University and the Foundation, their officers, board members, representatives, agents, and employees, from and against any liability of any nature whatsoever related to or arising out of this Contract and Coach's employment at University as of the date of termination, including, but not limited to, any and all claims arising under or relating to any Federal or state constitutions, laws, regulations, or other provision of law.

b. For Just Cause.

- i. University may terminate this Contract for just cause, including but not limited to Coach's:
 - 1. Failure to comply with this Contract;
 - 2. Deliberate or persistent failure or refusal to perform duties and responsibilities to best of Coach's ability;
 - 3. Failure to comply with a lawful directive from the Head Football Coach, VPIA, or President, or other insubordination;
 - 4. Serious or intentional violation by Coach of any applicable law, rule, regulation, policy, or guideline, issued by any state or federal

government agency, the Board, the University, the Conference, the NCAA, and/or any other governing body, that, in sole judgment of VPIA or President, reflects adversely upon University or presents a conflict of interest between University and Coach;

5. Condoning, failing to prevent, and/or failing to report any Football Program member's violation of any applicable law, rule, regulation, policy, or guideline, issued by any state or federal government agency, the Board, the University, the Conference, the NCAA, or any other governing body, that, in sole judgment of VPIA or President, reflects adversely upon University or presents a conflict of interest between University and any Football Program member, provided Coach knew or reasonably should have known of such violation;
 6. Failure to cooperate with University, Conference, and/or the NCAA in the investigation of alleged violations of Conference or NCAA regulations; and/or
 7. Prolonged absence from University without University's consent.
- ii. In the event of a termination under this Section for just cause, Coach shall not be entitled to receive any compensation, benefits, or any other amount from University or the Foundation beyond the date of termination.
 - iii. Coach and University acknowledge that it is not the desire or the intention of University that Coach's employment be terminable for minor, technical, or otherwise insignificant acts of misconduct by Coach, or for minor, technical, or otherwise insignificant University regulations or NCAA or Conference violations which do not entail the risk of Level I or Level II institutional penalties. Prior to termination for cause, University intends to provide Coach with a reasonable opportunity to remedy and/or correct any grounds for termination for cause, unless, in University's reasonable discretion, the grounds for such a termination warrant immediate termination.
- c. **Sole Remedy.** Coach agrees his sole and exclusive remedy, if any, against Board, University, and/or the Foundation in the event of termination of this Contract by University for any reason shall be in accordance with the provisions set forth in this Section. In no event shall Board, University, or Foundation be liable for direct, indirect, special, incidental, or consequential damages.

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

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

- b. In addition to payment of the entirety of any applicable buyout, Coach shall also pay to Foundation within sixty (60) days of the effective date of termination a liquidated damages payment of:
 - i. Fifty percent (50%) of the then-current Base Salary if such termination occurs within one hundred twenty (120) days from the Effective Date of this Contract; or
 - ii. Thirty percent (30%) of the then-current Base Salary if such termination occurs more than one hundred twenty (120) days from the Effective Date of this Contract and prior to the latter of the Football Program's last Conference game or Conference championship game of the 2025 football season.
- c. If Coach terminates this Contract due to accepting employment at another institution as a head coach, a defensive coordinator with sole play calling responsibilities, or as a full-time assistant coach position in the National Football League, Section 13 (b)(i-ii) shall not be applicable and shall herein be waived.
- d. For a period of one (1) year after the date of termination, Coach shall not contact or otherwise seek to recruit any high school junior or senior, or rising junior college athlete, who has officially visited University, unless any new institution employing Coach had contacted or recruited such athlete prior to Coach's acceptance of employment with such institution. The obligations created herein shall survive the termination of this Contract and shall continue in full force and effect.

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

15. Termination of Michael Desormeaux. Notwithstanding any provision in this Contract to the contrary, this Contract shall terminate immediately if Michael Desormeaux's employment as Head Football Coach of the Football Program is terminated for any reason whatsoever, regardless of whether such termination is by Michael Desormeaux, University, or otherwise (the "Head Coach Termination"). In such event, Coach shall be entitled to payment of any compensation and benefits due to Coach pursuant to this Contract for a period of sixty (60) days immediately following the Head Coach Termination; all obligations of University and/or Foundation for any compensation and/or benefits to Coach shall cease at the end of such sixty (60) day period or immediately upon Coach's acceptance of any Commensurate Position, whichever occurs first.

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

- a. Coach shall promptly report to the University's Title IX Coordinator/EEO Investigator or Deputy Title IX Coordinator any Known Violation(s) of the University's Sexual

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

- b. University may terminate this Contract for cause pursuant Section 12(b) of this Contract for any determined violation by Coach for failure to report a Known Violation.

17. Morality Clauses.

- a. Coach agrees to represent University positively in public and private forums and shall not engage in conduct that reflects adversely on the University or its athletics programs; and
- b. Coach shall also abide by the State of Louisiana Code of Government Ethics, University Policy and Regulations, and the policies and regulations of the University of Louisiana System. In public appearances, he shall at all times conduct himself in a manner that befits a University official and shall always attempt to create goodwill and a good image for the University.

18. Acknowledgement. The parties specifically agree that the obligations assumed in this Contract relate only to obligations regarding payment and there is no guarantee or promise of continued employment for Coach at University whether as Assistant Football Coach or in any other employment capacity.

19. Miscellaneous.

- a. This Contract and all claims or disputes arising out of or relating to this Contract shall be exclusively governed by and interpreted in accordance with the laws of the State of Louisiana, without regard to conflicts of law principles.

- b. In the event that any dispute arises between the parties concerning any breach of this Contract, the party alleging a breach by the other must provide written notice to the other describing in detail the alleged breach and allow a sixty-day (60-day) period to cure such breach prior to initiating legal action.
- c. Coach shall be entitled to utilize the applicable University grievance procedure in place at the time in the event of a University decision which Coach reasonably believes has adversely affected the terms and/or conditions of Coach's employment, including a termination by University pursuant to Section 12(b) of this Contract. The procedure currently in place for this situation is the University's Grievance Procedure for Non-Faculty Unclassified Personnel (Policy Document VI).
- d. Any and all claims or disputes arising out of or relating to this Contract shall be brought in a court of competent jurisdiction located in the Parish of Lafayette, State of Louisiana. The prevailing party in any judicial determination shall be entitled to recover attorney's fees in addition to any other relief awarded by the Court.
- e. If any term or condition of this Contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Contract are declared severable.
- f. Coach agrees as a condition of his employment to abide by the Drug Free Workplace Act of 1988 and to notify University's Office of Human Resources of any criminal drug conviction for a violation occurring in the workplace as soon as he is made aware of the conviction, but in any event no later than five (5) days after such conviction. (Note this is a requirement of federal law for all institutions receiving federal funds.)
- g. University may cancel this Contract at any time upon thirty (30) days' notice without further obligation due to lack of funding, or a determination by its governing board to eliminate the athletics program for lack of funds, or a decision to discontinue the athletics program made in accordance with University policy and procedures.
- h. Coach shall be responsible for any and all income tax liabilities, interest, and/or penalties related to any benefits he receives pursuant to this Contract.
- i. The parties agree and understand the terms of this Contract are subject to its recommendation by President and contingent upon approval of Board.
- j. This Contract contains the entire agreement between the parties with respect to the subject of this Contract and contains all of the terms and conditions agreed upon with respect to the subject of this Contract, and no other agreements, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind the parties; it being the intent of the parties that neither shall be bound by any term, condition, or representations not herein written.
- k. No delay or failure to enforce any provision of this Contract by University shall constitute a waiver or limitation of rights enforceable under this Contract.

1. This Contract may be executed in one or more counterparts, each of which individually shall be deemed original but all of which together shall constitute one and the same document. An electronic (e.g., Portable Document Format or PDF) copy of the original signature of the representative of a party shall have the same validity as an original signature for the purpose of this Contract. In accordance with La. R.S. § 9:2605B(1) and (2), the parties hereto each agree that this transaction may be conducted by electronic means; and electronic signatures of the parties to this Contract shall be acceptable and satisfactory for all legal purposes, as authorized by the Louisiana Uniform Electronic Transactions Act, La. R.S. § 9:2601 through 9:2621.
- 20. Notices.** Any notice required herein shall be provided in writing and shall be delivered by personal delivery; a nationally-recognized overnight delivery service; or U.S. registered, certified, or first-class mail to such party. Any such notice shall be deemed to have been given either at the time of personal delivery; the day after it is transmitted to a nationally-recognized overnight delivery service; or in the case of mail, as of three (3) days after it is mailed.

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

University Designee:

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

With copy to:

Dr. Bryan Maggard, Vice President for
Intercollegiate Athletics
University of Louisiana at Lafayette
201 Reinhardt Drive
Lafayette, LA 70506

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

Coach:

Timothy Scott Stoker
201 Reinhardt Drive
Lafayette, LA 70506

- 21. Acknowledgement.** Coach acknowledges he has read and understands the foregoing provisions of this Contract; he has been afforded and has exercised the opportunity to consult with personal legal counsel; the provisions are reasonable and enforceable; and he agrees to abide by this Contract and the terms and conditions set forth herein.

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

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

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

DocuSigned by:
Joe Savoie
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By: Dr. E. Joseph Savoie
President, University of Louisiana
at Lafayette

4/5/2024
Date

Timothy Scott Stoker, Coach

DocuSigned by:
Timothy Scott Stoker
4F3278ACA3B8492...

4/2/2024
Date

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

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

**ANCILLARY AGREEMENT TO
CONTRACT FOR EMPLOYMENT
ASSISTANT FOOTBALL COACH**

STATE OF LOUISIANA

PARISH OF LAFAYETTE

This is an Ancillary Agreement is effective January 22, 2024 (“Effective Date”) between the Board of Supervisors for the University of Louisiana System (“Board”), a public constitutional corporation organized and existing under the laws of the State of Louisiana, acting herein on behalf of the University of Louisiana at Lafayette (“University”), represented herein by Dr. E. Joseph Savoie, the duly authorized University President (“President”); the University of Louisiana at Lafayette Foundation (the “Foundation”); and Timothy Scott Stoker (“Coach”).

The Foundation desires to assist and aid University in the employment of Coach for the position of Assistant Football Coach. To that end, the Foundation accepts and agrees to bind itself for the limited obligations of the Foundation set forth in Sections 7, 12, 13, 14, and 15 of the Contract for Employment for Assistant Football Coach (“Contract”) between University and Coach. Any and all sums the Foundation owes pursuant to the Contract shall be paid from Unrestricted Athletic Foundation Accounts. Foundation joins in this Ancillary Agreement for the limited obligations of the Foundation set forth in Sections 7, 12, 13, 14, and 15 of the Contract. No other terms of the Contract shall obligate or bind the Foundation.

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

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

DocuSigned by:
Joe Savoie 4/5/2024
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Board of Supervisors of the Date
University of Louisiana System
By: Dr. E. Joseph Savoie

DocuSigned by:
Timothy Scott Stoker 3/30/2024
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By: Timothy Scott Stoker Date

DocuSigned by:
Bryan Hanks 3/29/2024
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University of Louisiana at Lafayette Date
Foundation
By: Bryan Hanks, Chairman

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

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