

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

**ATHLETIC COMMITTEE**

**February 27, 2025**

**Item F.10.**     **University of Louisiana at Lafayette's** request for approval of contracts of employment and amendments with various coaches, effective February 27, 2025.

**EXECUTIVE SUMMARY**

Under the proposed agreements effective from February 27, 2025 through January 14, 2027, Coaches, Positions, and annual salaries are as follows:

- Dennis Thomas – Assistant Football Coach – Defensive Line – \$207,460.
- James Neighbors – Director of Athletic Performance for Football – \$251,020.
- Jorge Munoz – Associate Head Football Coach – Tight Ends – \$234,240.
- Michael Guiliani – Assistant Football Coach – Outside Linebackers – \$210,000.
- Matthew Bergeron – Assistant Football Coach – Running Backs – \$164,612.
- Tim Leger – Assistant Football Coach – Offensive Coordinator/Receivers – \$341,360.
- George Barlow – Assistant Football Coach – Secondary – \$175,000.
- Steven Farmer – Assistant Football Coach – Run Game Coordinator/Offensive Line – \$260,000.
- Timothy Scott Stoker – Assistant Football Coach – Inside Linebackers – \$185,000.

For all Coaches:

- The University may provide Coach with an annual automobile allowance of \$3,000 if a vehicle is not provided by a dealership.
- Achievement Compensation shall be paid from the University of Louisiana at Lafayette Foundation accounts as follows:
  - 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, provided that the team finished with a final regular season record of 6 wins and 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.
- \$4,000 if the Football Team wins a regular-season game versus a non-conference Power 4 opponent.
- \$4,000 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 2026 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 and amendments with: Mr. Dennis Thomas, Mr. James Neighbors, Mr. Jorge Munoz, Mr. Michael Guiliani, Mr. Matthew Bergeron, Mr. Tim Leger, Mr. George Barlow, Mr. Steven Farmer, and Mr. Timothy Scott Stoker, effective February 27, 2025.





*University of Louisiana at Lafayette*

OFFICE OF THE PRESIDENT

F.10.

P. O. Drawer 41008  
Lafayette, LA 70504-1008  
(337) 482-6203  
Fax: (337) 482-5914  
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*Université des Acadiens*

February 6, 2025

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. Dennis Thomas's, Assistant Football Coach, first restated and amended contract agreement.

Please place this item on the agenda for the February 2025 meeting of the Board of Supervisors.

Sincerely,

A handwritten signature in blue ink, appearing to be "E. Savoie", written over a large, stylized "D" that is part of the signature.

E. Joseph Savoie  
President

svc  
Attachment

**FIRST RESTATED AND AMENDED CONTRACT FOR EMPLOYMENT  
ASSISTANT FOOTBALL COACH**

**STATE OF LOUISIANA**

**PARISH OF LAFAYETTE**

**THIS FIRST RESTATED AND AMENDED CONTRACT FOR EMPLOYMENT** (“Contract”) is made effective the 27th day of February, 2025 (“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 DENNIS THOMAS (“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 and Coach entered into a Contract for Employment effective February 25, 2022 for Coach to be employed as Assistant Coach – Defensive Line for the Football Program under the terms and conditions set forth therein (the “Original Contract”);

**WHEREAS**, Section 2(b) of the Original Contract provide that the parties may mutually agree in writing, subject to approval by Board, to renew the Original Contract’s Initial Term;

**WHEREAS**, the parties to the Original Contract mutually desire to exercise the renewal provision of Section 2(b) of the Original Contract;

**WHEREAS**, the parties have agreed to amend, supplement and restate the Original Contract;

**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 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, 2027 (“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 Offensive Coordinator and Receivers 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 Seven Thousand Four Hundred Sixty Dollars and NO/100 (\$207,460.00), payable in equal monthly installments of Seventeen Thousand Two Hundred Eighty-Eight Dollars and 33/100 (\$17,288.33) 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).
- 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 one-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 six (6) 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 Bowl game, provided that Coach coaches the Football Team in such Bowl game.
- c. **Power 4 Win Achievement Compensation.** In addition to any payment set forth in Section 7(a)-(b), Coach shall receive Four Thousand Dollars and NO/100 (\$4,000.00) if the Football Team wins a regular-season game versus a non-conference Power 4 opponent.
- d. **Top 25 Ranking Achievement Compensation.** In addition to any payment set forth in Section 7(a)-(c), Coach shall receive Four Thousand Dollars and NO/100 (\$4,000.00) 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 receive benefits from outside sources while employed by University upon approval from President and in accordance with University and Board policies. Coach shall report annually in writing to President through VPFA 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 total Base Salary to be paid under this Contract if such termination occurs within one hundred twenty (120) days from the Effective Date of this Contract; or
  - ii. Thirty percent (30%) of the total Base Salary to be paid under this Contract 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 2026 football season.
- c. If Coach terminates this Contract due to accepting employment at another institution as a head coach, a coordinator position 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.
- 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:***


Dennis Thomas  
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:  
  
1405E1487C93461...

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

2/19/2025  
\_\_\_\_\_  
Date

**Dennis Thomas, Coach**

Signed by:  
  
AAF4857DF0D34EF...

2/17/2025  
\_\_\_\_\_  
Date



**ANCILLARY AGREEMENT TO  
FIRST RESTATED AND AMENDED CONTRACT FOR EMPLOYMENT  
ASSISTANT FOOTBALL COACH**

**STATE OF LOUISIANA**

**PARISH OF LAFAYETTE**

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

This is an Ancillary Agreement shall be effective as of the Contract's effective date through the term of the Contract.

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

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Ancillary Agreement on the dates indicated below.

DocuSigned by:  
Joe Savoie 2/19/2025  
1405E1487C93461...

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

Signed by:  
[Signature] 2/17/2025  
AAF4857DF0D34EF...

By: Dennis Thomas Date

DocuSigned by:  
Bryan Hanks 2/19/2025  
37D54100A727492...

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





*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](mailto:president@louisiana.edu)

*Université des Acadiens*

February 6, 2025

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. James C. Neighbor's, Assistant Football Coach, first restated and amended contract agreement.

Please place this item on the agenda for the February 2025 meeting of the Board of Supervisors.

Sincerely,

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

E. Joseph Savoie  
President

SVC  
Attachment

**FIRST RESTATED AND AMENDED CONTRACT FOR EMPLOYMENT  
ASSISTANT FOOTBALL COACH**

**STATE OF LOUISIANA**

**PARISH OF LAFAYETTE**

**THIS FIRST RESTATED AND AMENDED CONTRACT FOR EMPLOYMENT** ("Contract") is made effective the 27th day of February, 2025 ("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 C. NEIGHBORS ("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 and Coach entered into a Contract for Employment January 10, 2022 for Coach to be employed as Assistant Coach – Director of Athletic for the Football Program under the terms and conditions set forth therein (the "Original Contract");

**WHEREAS**, Section 2(b) of the Original Contract provides that the parties may mutually agree in writing, subject to approval by Board, to renew the Original Contract's Initial Term;

**WHEREAS**, the parties to the Original Contract mutually desire to exercise the renewal provision of Section 2(b) of the Original Contract;

**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 – Director of Athletic performance for Football 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, 2027 ("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 Director of Athletic performance for Football 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-One Thousand Twenty Dollars and NO/100 (\$251,020.00), payable in equal monthly installments of Twenty Thousand Nine Hundred Eighteen Dollars and 33/100 (\$20,918.33) 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).
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 six (6) 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 Bowl game, provided that Coach coaches the Football Team in such Bowl game.
- c. **Power 4 Win Achievement Compensation.** In addition to any payment set forth in Section 7(a)-(b), Coach shall receive Four Thousand Dollars and NO/100 (\$4,000.00) if the Football Team wins a regular-season game versus a non-conference Power 4 opponent.
- d. **Top 25 Ranking Achievement Compensation.** In addition to any payment set forth in Section 7(a)-(c), Coach shall receive Four Thousand Dollars and NO/100 (\$4,000.00) 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. 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 total Base Salary to be paid under this Contract if such termination occurs within one hundred twenty (120) days from the Effective Date of this Contract; or
  - ii. Thirty percent (30%) of the total Base Salary to be paid under this Contract 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 2026 football season.
- c. If Coach terminates this Contract due to accepting employment at another institution as a head coach, a coordinator position 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.
- 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 C. Neighbors  
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

2/19/2025  
Date

**James C. Neighbors, Coach**

Signed by:  
James C. Neighbors  
5528FB1B13AB472...

2/12/2025  
Date



**ANCILLARY AGREEMENT TO  
FIRST RESTATED AND AMENDED CONTRACT FOR EMPLOYMENT  
ASSISTANT FOOTBALL COACH**

**STATE OF LOUISIANA**

**PARISH OF LAFAYETTE**

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

This is an Ancillary Agreement shall be effective as of the Contract's effective date through the term of the Contract.

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

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Ancillary Agreement on the dates indicated below.

DocuSigned by:  
Joe Savoie 2/19/2025  
1405E1487C93461...

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

Signed by:  
James C. Neighbors 2/12/2025  
5528FB1B13AB472...

James C. Neighbors                      Date

DocuSigned by:  
Bryan Hanks 2/14/2025  
37D54100A727492...

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





*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](mailto:president@louisiana.edu)

*Université des Acadiens*

February 6, 2025

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. Jorge Munoz's, Associate Head Football Coach, first restated and amended contract agreement.

Please place this item on the agenda for the February 2025 meeting of the Board of Supervisors.

Sincerely,

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

E. Joseph Savoie  
President

SVC  
Attachment

**FIRST RESTATED AND AMENDED CONTRACT FOR EMPLOYMENT  
ASSOCIATE HEAD FOOTBALL COACH**

**STATE OF LOUISIANA**

**PARISH OF LAFAYETTE**

**THIS CONTRACT FOR EMPLOYMENT** ("Contract") is made effective the 27th day of February, 2025 ("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 JORGE MUNOZ ("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 and Coach entered into a Contract for Employment effective January 10, 2022 for Coach to be employed as Associate Head Coach – Tight Ends for the Football Program under the terms and conditions set forth therein (the "Original Contract");

**WHEREAS**, Section 2(b) of the Original Contract provide that the parties may mutually agree in writing, subject to approval by Board, to renew the Original Contract's Initial Term;

**WHEREAS**, the parties to the Original Contract mutually desire to exercise the renewal provision of Section 2(b) of the Original Contract;

**WHEREAS**, the parties have agreed to amend, supplement and restate the Original Contract;

**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 Associate Head 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 Associate Head Coach – Tight Ends 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, 2027 ("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 Associate Head Football Coach as the Football Program's Tight Ends 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 Thirty-Four Thousand Two Hundred Forty Dollars and NO/100 (\$234,240.00), payable in equal monthly installments of Nineteen Thousand Five Hundred Twenty Dollars and NO/100 (\$19,520.00) 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).
- 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, provided that the Football team finished with a final regular season record of six (6) 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 Bowl game, provided that Coach coaches the Football Team in such Bowl game.
- c. **Power 4 Win Achievement Compensation.** In addition to any payment set forth in Section 7(a)-(b), Coach shall receive Four Thousand Dollars and NO/100 (\$4,000.00) if the Football Team wins a regular-season game versus a non-conference Power 4 opponent.
- d. **Top 25 Ranking Achievement Compensation.** In addition to any payment set forth in Section 7(a)-(c), Coach shall receive Four Thousand Dollars and NO/100 (\$4,000.00) 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 Associate Head 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") not including health insurance, or any compensation and signing bonus that is directly related to moving expenses. 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 total Base Salary under this Contract if such termination occurs within one hundred twenty (120) days from the Effective Date of this Contract; or
  - ii. Thirty percent (30%) of the total Base Salary under this Contract 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 2026 football season.
- c. If Coach terminates this Contract due to accepting employment at another institution as a head coach, a coordinator position 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 Associate Head 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 Associate Head 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:***

Jorge Munoz  
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

2/19/2025

Date

**Jorge Munoz, Coach**

Signed by:  
Jorge Munoz  
06CDDC4BBBFD4DA...

2/13/2025

Date

**ANCILLARY AGREEMENT TO  
FIRST RESTATED AND AMENDED CONTRACT FOR EMPLOYMENT  
ASSOCIATE HEAD FOOTBALL COACH**

**STATE OF LOUISIANA**

**PARISH OF LAFAYETTE**

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

The Foundation desires to assist and aid University in the employment of Coach for the position of Associate Head 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 First Restated and Amended Contract for Employment for Associate Head 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.

This is an Ancillary Agreement shall be effective as of the Contract's effective date through the term of the Contract.

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



IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Ancillary Agreement on the dates indicated below.

DocuSigned by:  
Joe Savoie 2/19/2025  
1405E1487C93461...

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

Signed by:  
Jorge Munoz 2/13/2025  
06CDDC4BBBFD4DA...

Jorge Munoz                      Date

DocuSigned by:  
Bryan Hanks 2/19/2025  
37D54100A727492...

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



*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](mailto:president@louisiana.edu)

*Université des Acadiens*

February 6, 2025

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 Giuliani's, Assistant Football Coach, first restated and amended contract agreement.

Please place this item on the agenda for the February 2025 meeting of the Board of Supervisors.

Sincerely,

A handwritten signature in blue ink, appearing to be "E. Savoie", written over a large, stylized "D" or "R" shape.

E. Joseph Savoie  
President

SVC  
Attachment

**FIRST RESTATED AND AMENDED CONTRACT FOR EMPLOYMENT  
ASSISTANT FOOTBALL COACH**

**STATE OF LOUISIANA**

**PARISH OF LAFAYETTE**

**THIS FIRST RESTATED AND AMENDED CONTRACT FOR EMPLOYMENT** ("Contract") is made effective the 27th day of February, 2025 ("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 GIULIANI** ("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 and Coach entered into a Contract for Employment February 25, 2022 for Coach to be employed as Assistant Coach – Outside Linebackers/Special Teams Coordinator for the Football Program under the terms and conditions set forth therein (the "Original Contract");

**WHEREAS**, Section 2(b) of the Original Contract provide that the parties may mutually agree in writing, subject to approval by Board, to renew the Original Contract's Initial Term;

**WHEREAS**, the parties to the Original Contract mutually desire to exercise the renewal provision of Section 2(b) of the Original Contract;

**WHEREAS**, the parties have agreed to amend, supplement and restate the Original Contract;

**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 – Outside 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, 2027 ("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 Assistant Coach – Outside Linebackers/Special Teams 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 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 Ten Thousand Dollars and NO/100 (\$210,000.00), payable in equal monthly installments of Seventeen Thousand Five Hundred Dollars and NO/100 (\$17,500.00) 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).
- 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 one-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, provided that the Football team finished with a final regular season record of six (6) 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 Bowl game, provided that Coach coaches the Football Team in such Bowl game.
- c. **Power 4 Win Achievement Compensation.** In addition to any payment set forth in Section 7(a)-(b), Coach shall receive Four Thousand Dollars and NO/100 (\$4,000.00) if the Football Team wins a regular-season game versus a non-conference Power 4 opponent.
- d. **Top 25 Ranking Achievement Compensation.** In addition to any payment set forth in Section 7(a)-(c), Coach shall receive Four Thousand Dollars and NO/100 (\$4,000.00) 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 receive benefits from outside sources while employed by University upon approval from President and in accordance with University and Board policies. Coach shall report annually in writing to President through VPFA 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 total Base Salary to be paid under this Contract if such termination occurs within one hundred twenty (120) days from the Effective Date of this Contract; or
  - ii. Thirty percent (30%) of the total Base Salary to be paid under this Contract 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 2026 football season.
- c. If Coach terminates this Contract due to accepting employment at another institution as a head coach, a coordinator position 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.
- 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:***

Michael Giuliani  
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

2/19/2025

Date

**Michael Giuliani, Coach**

Signed by:  
[Signature]  
874004E8CF934CE...

2/15/2025

Date



**ANCILLARY AGREEMENT TO  
FIRST RESTATED AND AMENDED CONTRACT FOR EMPLOYMENT  
ASSISTANT FOOTBALL COACH**

**STATE OF LOUISIANA**

**PARISH OF LAFAYETTE**

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

This is an Ancillary Agreement shall be effective as of the Contract's effective date through the term of the Contract.

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

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Ancillary Agreement on the dates indicated below.

DocuSigned by:  
Joe Savoie 2/19/2025  
1405E1487C93461...

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

Signed by:  
[Signature] 2/15/2025  
874004E6CF934CE...

By: Michael Giuliani Date

DocuSigned by:  
Bryan Hanks 2/19/2025  
37D54100A727492...

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



*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](mailto:president@louisiana.edu)

*Université des Acadiens*

February 6, 2025

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. Matthew Bergeron's, Assistant Football Coach, first restated and amended contract agreement.

Please place this item on the agenda for the February 2025 meeting of the Board of Supervisors.

Sincerely,

A handwritten signature in blue ink, appearing to be "E. Savoie", written over a large, stylized "N" or "R" shape.

E. Joseph Savoie  
President

SVC  
Attachment



**FIRST RESTATED AND AMENDED CONTRACT FOR EMPLOYMENT  
ASSISTANT FOOTBALL COACH**

**STATE OF LOUISIANA**

**PARISH OF LAFAYETTE**

**THIS FIRST RESTATED AND AMENDED CONTRACT FOR EMPLOYMENT** ("Contract") is made effective the 27th day of February, 2025 ("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 MATTHEW BERGERON ("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 and Coach entered into a Contract for Employment effective January 10, 2022 for Coach to be employed as Assistant Coach – Running Backs for the Football Program under the terms and conditions set forth therein (the "Original Contract");

**WHEREAS**, Section 2(b) of the Original Contract provide that the parties may mutually agree in writing, subject to approval by Board, to renew the Original Contract's Initial Term;

**WHEREAS**, the parties to the Original Contract mutually desire to exercise the renewal provision of Section 2(b) of the Original Contract;

**WHEREAS**, the parties have agreed to amend, supplement and restate the Original Contract;

**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 – Running Backs 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, 2027 ("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 Running Backs 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-Four Thousand Six Hundred Twelve Dollars and NO/100 (\$164,612.00), payable in equal monthly installments of Thirteen Thousand Seven Hundred Seventeen Dollars and 67/100 (\$13,717.67) on the last day of each month. The compensation paid shall be subject to the same payroll deductions that apply to University's non-academic administrative employees. All salary payments shall be subject to withholding and other applicable taxes. Coach shall receive all applicable State of Louisiana authorized general salary increases for which 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).
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 six (6) 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 Bowl game, provided that Coach coaches the Football Team in such Bowl game.
- c. **Power 4 Win Achievement Compensation.** In addition to any payment set forth in Section 7(a)-(b), Coach shall receive Four Thousand Dollars and NO/100 (\$4,000.00) if the Football Team wins a regular-season game versus a non-conference Power 4 opponent.
- d. **Top 25 Ranking Achievement Compensation.** In addition to any payment set forth in Section 7(a)-(c), Coach shall receive Four Thousand Dollars and NO/100 (\$4,000.00) 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 total Base Salary to be paid under this Contract if such termination occurs within one hundred twenty (120) days from the Effective Date of this Contract; or
  - ii. Thirty percent (30%) of the total Base Salary to be paid under this Contract 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 2026 football season.
- c. If Coach terminates this Contract due to accepting employment at another institution as a head coach, a coordinator position 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.
- 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:***

Matthew Bergeron  
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

2/19/2025

Date

**Matthew Bergeron, Coach**

Signed by:

*Matthew Bergeron*

8325052E77214FF...

2/17/2025

Date

**ANCILLARY AGREEMENT TO  
FIRST RESTATED AND AMENDED CONTRACT FOR EMPLOYMENT  
ASSISTANT FOOTBALL COACH**

**STATE OF LOUISIANA**

**PARISH OF LAFAYETTE**

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

This is an Ancillary Agreement shall be effective as of the Contract's effective date through the term of the Contract.

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

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Ancillary Agreement on the dates indicated below.

DocuSigned by:  
Joe Savoie 2/19/2025  
1405E1487C93461...

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

Signed by:  
Matthew Bergeron 2/17/2025  
8325052E77214FF...

Matthew Bergeron Date

DocuSigned by:  
Bryan Hanks 2/19/2025  
37D54100A727492...

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





*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](mailto:president@louisiana.edu)

*Université des Acadiens*

February 6, 2025

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. Tim Leger's, Assistant Football Coach, first restated and amended contract agreement.

Please place this item on the agenda for the February 2025 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 RESTATED AND AMENDED CONTRACT FOR EMPLOYMENT  
ASSISTANT FOOTBALL COACH**

**STATE OF LOUISIANA**

**PARISH OF LAFAYETTE**

**THIS FIRST RESTATED AND AMENDED CONTRACT FOR EMPLOYMENT** ("Contract") is made effective the 27th day of February, 2025 ("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 TIM LEGER ("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 and Coach entered into a Contract for Employment effective January 1, 2022 for Coach to be employed as Assistant Coach/Offensive Coordinator - Receivers for the Football Program under the terms and conditions set forth therein (the "Original Contract");

**WHEREAS**, Section 2(b) of the Original Contract provide that the parties may mutually agree in writing, subject to approval by Board, to renew the Original Contract's Initial Term;

**WHEREAS**, the parties to the Original Contract mutually desire to exercise the renewal provision of Section 2(b) of the Original Contract;

**WHEREAS**, the parties have agreed to amend, supplement and restate the Original Contract;

**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 – Offensive Coordinator – Receivers 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, 2027 ("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 Offensive Coordinator and Receivers 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 Three Hundred Forty-One Thousand Sixty Dollars and NO/100 (\$341,360.00), payable in equal monthly installments of Twenty Eight Thousand Four Hundred Forty-Six Dollars and 67/100 (\$28,446.67) on the last day of each month. The compensation paid shall be subject to the same payroll deductions that apply to University's non-academic administrative employees. All salary payments shall be subject to withholding and other applicable taxes. Coach shall receive all applicable State of Louisiana authorized general salary increases for which 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).
- 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, provided that the Football team finished with a final regular season record of six (6) 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 Bowl game, provided that Coach coaches the Football Team in such Bowl game.
- c. **Power 4 Win Achievement Compensation.** In addition to any payment set forth in Section 7(a)-(b), Coach shall receive Four Thousand Dollars and NO/100 (\$4,000.00) if the Football Team wins a regular-season game versus a non-conference Power 4 opponent.
- d. **Top 25 Ranking Achievement Compensation.** In addition to any payment set forth in Section 7(a)-(c), Coach shall receive Four Thousand Dollars and NO/100 (\$4,000.00) 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 VPFA 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 total Base Salary to be paid under this Contract if such termination occurs within one hundred twenty (120) days from the Effective Date of this Contract; or
  - ii. Thirty percent (30%) of the total Base Salary to be paid under this Contract 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 2026 football season.
- c. If Coach terminates this Contract due to accepting employment at another institution as a head coach, a coordinator position 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.
- 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:***

Tim Leger  
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

2/19/2025

Date

**Tim Leger, Coach**

Signed by:  
Tim Leger  
9C67A29FE0FA4A7...

2/12/2025

Date

**ANCILLARY AGREEMENT TO  
FIRST RESTATED AND AMENDED CONTRACT FOR EMPLOYMENT  
ASSISTANT FOOTBALL COACH**

**STATE OF LOUISIANA**

**PARISH OF LAFAYETTE**

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

This is an Ancillary Agreement shall be effective as of the Contract's effective date through the term of the Contract.

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



IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Ancillary Agreement on the dates indicated below.

DocuSigned by:  
Joe Savoie 2/19/2025  
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Board of Supervisors of the  
University of Louisiana System  
By: Dr. E. Joseph Savoie

Signed by:  
Tim Leger 2/12/2025  
9C67A29FE0FA4A7...

Tim Leger

DocuSigned by:  
Bryan Hanks 2/14/2025  
37D54100A727492...

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



*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](mailto:president@louisiana.edu)

*Université des Acadiens*

February 6, 2025

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. George Barlow's, Assistant Football Coach, first amended contract agreement.

Please place this item on the agenda for the February 2025 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

**FIRST AMENDMENT TO  
CONTRACT FOR EMPLOYMENT  
ASSISTANT FOOTBALL COACH**

**STATE OF LOUISIANA**

**PARISH OF LAFAYETTE**

**THIS FIRST AMENDMENT TO CONTRACT FOR EMPLOYMENT** (“Amendment 1”) is made effective the 27th day of February, 2025 (“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”). 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. 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 1 shall have the same meaning as in the Contract.

**WITNESSETH**

**WHEREAS**, University and Coach entered into a Contract for Employment effective February 5, 2024 for Coach to be employed as University’s Assistant Coach – Secondary for the Football Program 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 this Amendment 1 effective as of the 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 2(a) in its entirety and replace it with the following:
  - 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, 2027 (“Initial Term”).

2. Delete Section 4 in its entirety and replace it with the following:

**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.

3. Delete Section 6(c) in its entirety.
4. Delete Section 7(b)(i) in its entirety and replace with the following:
  - a. 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 six (6) wins and that Coach coaches the Football Team in such Bowl game; or
5. Delete Sections 7(c)-(d) in their entirety and replace with the following:
  - c. **Power 4 Win Achievement Compensation**. In addition to any payment set forth in Section 7(a)-(b), Coach shall receive Four Thousand Dollars and NO/100 (\$4,000.00) if the Football Team wins a regular-season game versus a non-conference Power 4 opponent.
  - d. **Top 25 Ranking Achievement Compensation**. In addition to any payment set forth in Section 7(a)-(c), Coach shall receive Four Thousand Dollars and NO/100 (\$4,000.00) if the Football Team achieves a Top 25 Final Ranking.
6. Delete Section 13(b)(ii) in its entirety and replace it with the following:
  - 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 2026 football season.
7. 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, Coach 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**

**George Barlow,  
Assistant Football Coach**

DocuSigned by:  
Joe Savoie 2/19/2025  
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Dr. E. Joseph Savoie Date  
President, University of Louisiana  
at Lafayette

Signed by:  
George Barlow Jr 2/17/2025  
A3FC311CB88F4A0...

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 2/19/2025  
37D54100A727492...

Bryan Hanks Date  
Chairman



*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](mailto:president@louisiana.edu)

*Université des Acadiens*

February 6, 2025

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. Steven Farmer's, Assistant Football Coach, first amended contract agreement.

Please place this item on the agenda for the February 2025 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  
ASSISTANT FOOTBALL COACH**

**STATE OF LOUISIANA**

**PARISH OF LAFAYETTE**

**THIS FIRST AMENDMENT TO CONTRACT FOR EMPLOYMENT** (“Amendment 1”) is made effective the 27th day of February, 2025 (“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”). 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. 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 1 shall have the same meaning as in the Contract.

**WITNESSETH**

**WHEREAS**, University and Coach entered into a Contract for Employment effective February 5, 2024 for Coach to be employed as University’s Assistant Coach – Run Game Coordinator/Offensive Line for the Football Program 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 this Amendment 1 effective as of the 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 2(a) in its entirety and replace it with the following:
  - 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, 2027 (“Initial Term”).

2. Delete Section 4 in its entirety and replace it with the following:

**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 Sixty Thousand Dollars and NO/100 (\$260,000.00), payable in equal monthly installments of Twenty-One Thousand Six Hundred Sixty-Six Dollars and 66/100 (\$21,666.66) 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.

3. Delete Section 6(c) in its entirety.
4. Delete Section 7(b)(i) in its entirety and replace with the following:
  - a. 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 six (6) wins and that Coach coaches the Football Team in such Bowl game; or
5. Delete Sections 7(c)-(d) in their entirety and replace with the following:
  - c. **Power 4 Win Achievement Compensation.** In addition to any payment set forth in Section 7(a)-(b), Coach shall receive Four Thousand Dollars and NO/100 (\$4,000.00) if the Football Team wins a regular-season game versus a non-conference Power 4 opponent.
  - d. **Top 25 Ranking Achievement Compensation.** In addition to any payment set forth in Section 7(a)-(c), Coach shall receive Four Thousand Dollars and NO/100 (\$4,000.00) if the Football Team achieves a Top 25 Final Ranking.
6. Delete Section 13(b)(ii) in its entirety and replace it with the following:
  - 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 2026 football season.
7. 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, Coach 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**

**Steven Farmer,  
Assistant Football Coach**

DocuSigned by:  
Joe Savoie 2/19/2025  
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Signed by:  
Steve Farmer 2/17/2025  
A1850D02B497445...

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

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 2/19/2025  
37D54100A727492...

Bryan Hanks                      Date  
Chairman





*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](mailto:president@louisiana.edu)

*Université des Acadiens*

February 6, 2025

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. Timothy Scott Stoker's, Assistant Football Coach, first amended contract agreement.

Please place this item on the agenda for the February 2025 meeting of the Board of Supervisors.

Sincerely,

A handwritten signature in blue ink, appearing to be "E. Savoie", written over a large, stylized blue checkmark.

E. Joseph Savoie  
President

SVC  
Attachment

**FIRST AMENDMENT TO  
CONTRACT FOR EMPLOYMENT  
ASSISTANT FOOTBALL COACH**

**STATE OF LOUISIANA**

**PARISH OF LAFAYETTE**

**THIS FIRST AMENDMENT TO CONTRACT FOR EMPLOYMENT** (“Amendment 1”) is made effective the 27th day of February, 2025 (“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”). 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. 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 1 shall have the same meaning as in the Contract.

**WITNESSETH**

**WHEREAS**, University and Coach entered into a Contract for Employment effective January 22, 2024 for Coach to be employed as University’s Assistant Coach – Inside Linebackers for the Football Program 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 this Amendment 1 effective as of the 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 2(a) in its entirety and replace it with the following:
  - 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, 2027 (“Initial Term”).
2. Delete Section 4 in its entirety and replace it with the following:

**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 Eighty-Five Thousand Dollars and NO/100 (\$185,000.00), payable in equal monthly installments of Fifteen Thousand Four Hundred Sixteen Dollars and 66/100 (\$15,416.33) 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.

3. Delete Section 6(c) in its entirety.
4. Delete Section 7(b)(i) in its entirety and replace with the following:
  - a. 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 six (6) wins and that Coach coaches the Football Team in such Bowl game; or
5. Delete Sections 7(c)-(d) in their entirety and replace with the following:
  - c. **Power 4 Win Achievement Compensation.** In addition to any payment set forth in Section 7(a)-(b), Coach shall receive Four Thousand Dollars and NO/100 (\$4,000.00) if the Football Team wins a regular-season game versus a non-conference Power 4 opponent.
  - d. **Top 25 Ranking Achievement Compensation.** In addition to any payment set forth in Section 7(a)-(c), Coach shall receive Four Thousand Dollars and NO/100 (\$4,000.00) if the Football Team achieves a Top 25 Final Ranking.
6. Delete Section 13(b)(ii) in its entirety and replace it with the following:
  - 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 2026 football season.
7. 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, Coach 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**

**Timothy Scott Stoker,  
Assistant Football Coach**

DocuSigned by:  
Joe Savoie 2/19/2025  
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Signed by:  
Timothy Stoker 2/17/2025  
40734CAC3E3F4FB...

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

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 2/19/2025  
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Bryan Hanks Date  
Chairman

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

**ATHLETIC COMMITTEE**

**February 27, 2025**

**Item F.11.**     **University of Louisiana at Monroe's** request for approval of amendments to the contract for Mr. Bryant Vincent, Head Football Coach, effective January 1, 2025.

**EXECUTIVE SUMMARY**

The University wishes to amend the contract, dated October 3, 2024, Paragraph 3.1, to allow for Coach to receive an increase to his base annual salary as follows, effective January 1, 2025:

<u><b>Term</b></u>	<u><b>New Base Annual Salary</b></u>
• 1/1/2025 through 12/31/2025	\$725,000
• 1/1/2026 through 12/31/2026	\$750,000
• 1/1/2027 through 12/31/2027	\$775,000
• 1/1/2028 through 12/31/2028	\$800,000

In addition, Paragraph 11.2, effective January 1, 2025, is hereby amended to increase the salary pool for football program staff. The University will make the following salary pool allocations to the football team program to be distributed by Coach at Coach's discretion. Nothing in this section serves to create any rights or entitlement to a certain salary nor salary increase(s) for any University personnel.

- \$1,550,000 for assistant coach salary pool
- \$250,000 for the strength and conditioning staff salary pool
- \$280,000 for the operations staff salary pool

**RECOMMENDATION**

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED***, that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Monroe's request for approval of amendments to the contract for Mr. Bryant Vincent, Head Football Coach, effective January 1, 2025.

AMENDMENT TO CONTRACT OF EMPLOYMENT  
BRYANT VINCENT, HEAD FOOTBALL COACH

STATE OF LOUISIANA

PARISH OF OUACHITA

This Employment Agreement, (“Agreement”) is made and entered into on this 12<sup>th</sup> day of February, 2025, between University of Louisiana at Monroe, through its President (hereinafter referred to as the “ULM”), and Bryant Vincent (hereinafter referred to as “COACH”). This Agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for the University (hereinafter referred to as “BOARD”), and therefore the terms and conditions set forth in this Agreement should not be considered a valid contract until approval is provided by the Board.

This Agreement is a modification of that certain CONTRACT OF EMPLOYMENT for COACH dated October 3, 2024, and approved by the BOARD on October 24, 2024 (herein referred to as the “Original Contract” and incorporated herein by reference as if fully attached hereto).

- **Compensation.** Paragraph 3.1 of the Original Contract is hereby *amended to increase the base annual salary effective as of January 1, 2025*. Paragraph 3.1 shall now read as follows:

Term	Base Annual Salary
12/6/2023 through 12/31/2024	\$600,000
1/1/2025 through 12/31/2025	\$725,000
1/1/2026 through 12/31/2026	\$750,000
1/1/2027 through 12/31/2027	\$775,000
1/1/2028 through 12/31/2028	\$800,000

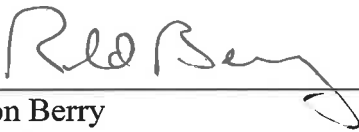


• **Salary Pool for Football Program Staff.** Paragraph 11.2 of the Original Contract is hereby *amended to increase the salary pool for football program staff*. Paragraph 11.2 shall now read as follows:

Effective as of January 1, 2025, the University will make the following salary pool allocations to the football team program to be distributed by COACH at COACH's discretion. Nothing in this section serves to create any rights or entitlement to a certain salary nor salary increase(s) for any University personnel.

- \$1,550,000 for assistant coach salary pool
- \$250,000 for the strength & conditioning staff salary pool
- \$280,000 for the operations staff salary pool

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

 2/12/25  
\_\_\_\_\_  
Ron Berry  
President  
University of Louisiana at Monroe

\_\_\_\_\_  
Bryant Vincent  
Head Football Coach