

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

**ATHLETIC COMMITTEE**

**June 13, 2024**

**Item F.1.** Grambling State University's request for approval of a contract addendum with Mr. Donte Jackson, Head Men's Basketball Coach, effective April 1, 2024.

**EXECUTIVE SUMMARY**

Under this contract addendum, the contract that commenced on April 1, 2023 and set to expire on March 31, 2027, is extended for an additional one year and shall terminate without further notice on March 31, 2028.

The Head Men's Basketball Coach will earn a minimum base annual salary from the University of \$250,000 to be paid in monthly installments starting in Year 2 effective April 1, 2024. Starting in Year 5, he will earn a minimum base annual salary from the University of \$260,000, and in Year 6 a minimum base annual salary of \$270,000.

Also, starting April 1, 2024, the Coach is entitled to a \$700 monthly car stipend for one vehicle and a cell phone stipend in the amount of \$100 per month.

**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 Grambling State University's request for approval of a contract addendum with Mr. Donte Jackson, Head Men's Basketball Coach, effective April 1, 2024.*



## ADDENDUM TO AN EXISTING EMPLOYMENT CONTRACT

### HEAD MEN'S BASKETBALL COACH

STATE OF LOUISIANA

PARISH OF LINCOLN

This Addendum is made and entered into **April 1, 2024** between Grambling State University and through its President, Martin Lemelle, Jr., D.B.A. and **Donte Jackson** (hereafter referred to as "COACH"). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System (the "Board"), the management board for Grambling State University, and therefore the terms and conditions set forth in this agreement should not be considered a valid addendum until approval is provided by the Board.

WHEREAS, the parties agreed to modify the terms of the Employment Agreement dated April 1, 2023 and approved by the Board on April 27, 2023;

NOW THEREFORE, the parties hereby agree that the following constitutes a modification of the terms and conditions in the Employment Agreement dated April 1, 2023 and approved by the Board on April 27, 2023 as set forth herein:

**1. Paragraph 2.0 of the Term shall include the following:**

2.1 The term of this agreement is extended for One (1) additional year in accordance with 2.1 and 2.2 and terminating without further notice to COACH on the 31<sup>st</sup> day of March 2028, unless extended in writing and approved by the Board.

**2. Paragraph 3.0 of the Compensation shall include the following effective with first payment for year 2 starting monthly April 1, 2024:**

3.1 In consideration of COACH'S services and satisfactory performance of this agreement, the University shall pay COACH a minimum base annual salary in accordance with the schedule below for the term of this agreement, payable on a monthly basis:

Year 1	\$215,000	
Year 2	\$250,000	(Effective April 1, 2024)
Year 3	\$250,000	
Year 4	\$250,000	
Year 5	\$260,000	(Effective April 1, 2027)
Year 6	\$270,000	(Effective April 1, 2028)

**3. Paragraph 3.0 of the Compensation shall include the following effective with first payment for year 2 starting monthly April 1, 2024:**

3.8 COACH shall be entitled to and the University shall provide a car stipend for one vehicle in the amount of \$700 per month and a cell phone stipend in the amount of \$100 per month.

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**TRAYVEAN SCOTT, PH.D**  
**VP OF INTERCOLLEGIATE**  
**ATHLETICS/AD**

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**MARTIN LEMELLE, JR., D.B.A.**  
**PRESIDENT**

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**DONTE JACKSON**  
**MEN'S BASKETBALL**  
**HEAD COACH**

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

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**RICHARD J. GALLOT, JR., JD.**  
**SECRETARY - BOARD OF SUPERVISORS**  
**UNIVERSITY OF LOUISIANA SYSTEM**

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

**ATHLETIC COMMITTEE**

**June 13, 2024**

**Item F.2.** Louisiana Tech University’s request for approval of a contract with Mr. Joshua Taylor, Women’s Softball Head Coach, effective July 1, 2024.

**EXECUTIVE SUMMARY**

This agreement is for the period from July 1, 2024, through June 30, 2029. During this period, Coach’s annual base salary is \$90,000 with additional compensation from the Louisiana Tech University Foundation for \$10,000 in contract year 1 and increasing by \$5,000 each subsequent contract year.

In addition, the Louisiana Tech University Foundation will pay Coach the following annual performance incentives as salary supplements:

Performance Incentives		
Conference Regular Season Champion	\$5,000	
35 Wins – Cumulative Season Total	\$2,500	
40 Wins – Cumulative Season Total	\$3,500	
45 Wins – Cumulative Season Total	\$7,500	
Each Power 4 Conference Win	\$1,000	
NCAA Regional Participant	\$5,000	
NCAA Super Regional Participant	\$10,000	
NCAA Women’s College World Series Participant	\$20,000	
NCAA Women’s College World Series Champion	\$25,000	
National Coach of the Year	\$10,000	As presented by the National Fastpitch Coaches Association
Conference Coach of the Year	\$5,000	Official award presented by the Conference

Such salary performance incentives are cumulative and cannot exceed \$60,000 per contract year.

In addition, the Louisiana Tech University Foundation will pay Coach the following annual academic achievement incentives as salary supplements:

Academic Achievement Incentives	
Annual Team GPA of 3.0-3.49	\$2,500
OR	OR
Annual Team GPA 3.50-3.74	\$5,000
OR	OR
Annual Team GPA 3.75+	\$7,500
Annual APR Score of 930-949	\$2,500
OR	OR
Annual APR Score 950-974	\$5,000
OR	OR
Annual APR Score 975+	\$7,500

Such salary academic achievement incentives are cumulative and cannot exceed \$15,000 per contract year.

If the University terminates this agreement without cause, the Louisiana Tech University Foundation shall pay liquidated damages to Coach equal to the guaranteed compensation for the remainder of the term of the contract as detailed in the contract. The Foundation's obligation to pay Coach's guaranteed compensation for the remainder of the term of the contract shall be subject to Coach's duty to mitigate his damages.

If Coach terminates the contract without cause at any point prior to June 30, 2029, accepting employment as a softball coach at another NCAA institution, the following schedule of payment to the Foundation within 60 days of official notice of termination must be followed:

- If on or before June 30, 2025, Coach shall be liable to the Foundation for the liquidated damages in the amount of \$250,000.
- If on or before June 30, 2026, Coach shall be liable to the Foundation for the liquidated damages in the amount of \$200,000.
- If on or before June 30, 2027, Coach shall be liable to the Foundation for the liquidated damages in the amount of \$150,000.
- If on or before June 30, 2028, Coach shall be liable to the Foundation for the liquidated damages in the amount of \$100,000.
- If on or before June 30, 2029, Coach shall be liable to the Foundation for the liquidated damages in the amount of \$50,000.

The University and the Louisiana Tech University Foundation signed this joint agreement with Coach.

**RECOMMENDATION**

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves Louisiana Tech University's request for approval of a contract with Mr. Joshua Taylor, Women's Softball Head Coach, effective July 1, 2024.*



# LOUISIANA TECH UNIVERSITY

## Office of the President

May 17, 2024

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

Dear Mr. Gallot::

Enclosed for your review is the Contract of Employment between **Mr. Joshua Taylor, Women's Softball, Head Coach**, and Louisiana Tech University. Also joining in the contract and consenting to its obligations is the Louisiana Tech University Foundation. The effective date of the Contract of Employment is July 1, 2024, through June 30, 2029.

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

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

Thank you for your attention to this matter.

Sincerely,

A handwritten signature in blue ink that reads "James B. Henderson".

Dr. James B. Henderson  
President

**CONTRACT OF EMPLOYMENT:  
SOFTBALL HEAD COACH**

**STATE OF LOUISIANA**

**PARISH OF LINCOLN**

This agreement is made and entered into on this 20<sup>th</sup> day of May, 2024, between Louisiana Tech University (hereinafter referred to as "UNIVERSITY") through its President, Dr. Jim Henderson, and Joshua Taylor (hereinafter referred to as "COACH"). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System (hereinafter referred to as "BOARD"), the management board for Louisiana Tech University. The terms and conditions set forth in this Contract of Employment are not binding upon the parties until approval of the BOARD is obtained. Louisiana Tech University Foundation, Inc. (hereinafter referred to as "FOUNDATION") joins in this agreement consenting to the obligations incurred by the FOUNDATION. This single Contract of Employment shall become the agreement between the parties supplanting all previous contracts and/or memoranda of understanding.

**EMPLOYMENT OF SOFTBALL HEAD COACH**

**1.0 Employment**

1.1 The UNIVERSITY does hereby employ COACH as softball head coach, and COACH does hereby accept employment and agrees to perform all of the services pertaining to the softball program which are reasonably required of COACH, as well as, other services as may be reasonably contemplated hereunder, all as reasonably prescribed by the UNIVERSITY through its President and Director of Athletics.

1.2 COACH shall be responsible, and shall report, directly to the UNIVERSITY'S Director of Athletics and shall confer with the Director of Athletics or the Director's designee on



all administrative and technical matters. COACH shall also be under the general supervision of UNIVERSITY President.

1.3 COACH shall supervise and manage the softball team and shall perform such other duties for the UNIVERSITY'S athletic program as the Director of Athletics may reasonably assign, provided such other services are consistent with the services and duties of an NCAA Division I softball head coach.

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

## **2.0 Term**

2.1 The term of this agreement is for a period commencing July 1, 2024, and ending on June 30, 2029 (Term). Contract years shall be defined as the following:

Contract Year 1: July 1, 2024, to June 30, 2025.

Contract Year 2: July 1, 2025, to June 30, 2026.

Contract Year 3: July 1, 2026, to June 30, 2027.

Contract Year 4: July 1, 2027, to June 30, 2028.

Contract Year 5: July 1, 2028, to June 30, 2029.

2.2 This agreement is renewable solely upon an offer from UNIVERSITY and acceptance by COACH, both of which must be in writing, signed by the parties and approved by the BOARD. This agreement does not grant COACH a claim to tenure in employment, nor shall COACH's service pursuant to this agreement count in any way toward tenure at UNIVERSITY.

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

### **3.0 Compensation**

3.1 In consideration of COACH'S services and satisfactory performance of this agreement, UNIVERSITY shall pay COACH a base annual salary of \$90,000 for the term of this agreement, payable on a bi-weekly basis.

3.2 FOUNDATION through its athletic funds shall pay COACH the following sum annually per contract year, to be made in equal monthly payments during the period of this agreement for COACH's role in the Louisiana Tech Radio Network and for COACH's role as a fundraiser for Louisiana Tech Athletics and Louisiana Tech Softball:

Contract Year 1: \$10,000 beginning July 1, 2024.

Contract Year 2: \$15,000 beginning July 1, 2025.

Contract Year 3: \$20,000 beginning July 1, 2026.

Contract Year 4: \$25,000 beginning July 1, 2027.

Contract Year 5: \$30,000 beginning July 1, 2028.

3.3 COACH accepts his role with the FOUNDATION as an independent contractor and agrees that the services provided pursuant to that role are in his capacity as an independent contractor, not an agent or employee of the UNIVERSITY or FOUNDATION. Payments made to COACH from FOUNDATION shall not be considered earned income for the purpose of computation of retirement benefits. No withholding will be made from these payments, and COACH shall be responsible for all applicable taxes. The FOUNDATION will issue the appropriate informational return to COACH and to the Internal Revenue Service and provide a copy to the UNIVERSITY.

3.4 Payment from the FOUNDATION is contingent upon COACH making reasonable efforts to promote the radio broadcast and making reasonable efforts to increase funding for

Louisiana Tech Athletics and Louisiana Tech Softball. COACH shall not unreasonably refuse to personally contact sponsors, potential sponsors, donors and/or potential donors to generate or increase revenues provided such requests do not interfere with COACH's coaching duties.

3.5 COACH shall not appear on any television or radio program, or advertisement not authorized by the UNIVERSITY without the prior written approval of the UNIVERSITY, such approval not to be unreasonably withheld, except routine news media interviews for which no compensation is received. COACH may appear on television or radio programs not in conflict with pre-game, post-game or coach's shows with prior written approval of the UNIVERSITY, such approval not to be unreasonably withheld.

#### **4.0 Employee Benefits**

4.1 UNIVERSITY will provide COACH the opportunity to participate in benefit plans including health insurance, dental insurance, retirement, disability, and/or life insurance on a basis consistent with other UNIVERSITY employees of a similar status. Such benefits will be based upon COACH's base annual salary as provided by UNIVERSITY, as defined in Paragraph 3.1. Employee benefits will terminate in accordance with University policy upon the time in which COACH is no longer a UNIVERSITY employee.

#### **5.0 Performance Incentives**

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

Performance Incentives		
Conference Regular Season Champion	\$5,000	
35 Wins – Cumulative Season Total	\$2,500	
40 Wins – Cumulative Season Total	\$3,500	
45 Wins – Cumulative Season Total	\$7,500	
Each Power 4 Conference Win	\$1,000	
NCAA Regional Participant	\$5,000	
NCAA Super Regional Participant	\$10,000	
NCAA Women’s College World Series Participant	\$20,000	
NCAA Women’s College World Series Champion	\$25,000	
National Coach of the Year	\$10,000	As presented by the National Fastpitch Coaches Association
Conference Coach of the Year	\$5,000	Official award presented by the Conference

**Performance Incentive payout may not exceed \$60,000 per contract year.**

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

Academic Achievement Incentives	
Annual Team GPA of 3.0-3.49	\$2,500
OR	OR
Annual Team GPA 3.50-3.74	\$5,000
OR	OR
Annual Team GPA 3.75+	\$7,500
Annual APR Score of 930-949	\$2,500
OR	OR
Annual APR Score 950-974	\$5,000
OR	OR
Annual APR Score 975+	\$7,500

**Academic Achievement Incentive payout may not exceed \$15,000 per contract year.**

5.3 Any supplemental payment earned pursuant to this section shall be payable within 60 days of earning from the FOUNDATION, solely from the athletic funds held by the FOUNDATION. Supplemental payments made to COACH from FOUNDATION shall not be considered earned income for the purpose of computation of retirement benefits. No withholdings

will be made from these payments, and COACH shall be responsible for all applicable taxes. The FOUNDATION will issue the appropriate informational return to COACH and to the Internal Revenue Service and provide a copy to the UNIVERSITY.

## **6.0 Camps and Clinics**

6.1 COACH may operate a camp for the teaching of athletic pursuits on UNIVERSITY property to the end of better utilization of the facilities and with suitable compensation paid to UNIVERSITY for the use of such facilities. The use of UNIVERSITY facilities will be determined by the availability of those facilities as established by the UNIVERSITY, provided, however that COACH shall have first priority of use of said facilities if the facilities are available at the time COACH requests said use.

6.2 It is specifically agreed that in the operation of such camps, COACH acts for himself in his private capacity and not as an agent or employee of the UNIVERSITY and that this agreement constitutes merely a license to use the property and facilities subject to the conditions set forth in the athletic department camp policy adopted by the UNIVERSITY President and Athletics Council. COACH agrees to protect, indemnify and save harmless the UNIVERSITY from and against any and all expenses, damages, claims, suits, actions, judgments and costs whatsoever, including reasonable attorney's fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death during the operation of said camp activities. COACH is an independent contractor during said camp activities and, as such, is licensed to use certain facilities of the UNIVERSITY. COACH, as a UNIVERSITY employee, will undertake to observe and require campers and its staff to conform to the general rules applicable to the use of UNIVERSITY facilities. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment

and the character of a state institution which makes its facilities open to persons without discrimination.

#### **7.0 Shoe, Apparel, and/or Equipment Contracts**

In the course of COACH's official duties, COACH shall, as determined by the UNIVERSITY, use the shoes, apparel, and/or equipment of the companies with which the UNIVERSITY has contracted for athletic supplies. Further, COACH, in his capacity as a representative of the Athletic Department, may be directed to endorse, consult, or provide other services for shoe, apparel, and/or equipment companies. COACH shall make all reasonable efforts to be available as a consultant to shoe, apparel, and/or equipment companies as determined by the Director of Athletics. COACH's consulting duties may include, but are not limited to, providing written or oral feedback concerning the design or performance of products supplied to COACH and his team. Consultation is upon the UNIVERSITY's reasonable request and is subject to timely notice and availability of COACH. Compensation for outside services provided by COACH to athletic shoe, apparel, or equipment companies shall be paid by such companies. COACH's services to the company shall be separate from the services COACH will provide in the course of COACH's official duties for the UNIVERSITY. Payments to COACH for outside services provided by COACH to athletic shoe, apparel, and/or equipment companies shall be subject to Paragraph 8.0 of this contract.

#### **8.0 Outside Income-Subject to Compliance with Board Rules**

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

8.2 COACH shall be authorized to earn other revenue while employed by the

UNIVERSITY, but such activities are independent of his UNIVERSITY employment, and the UNIVERSITY shall have no responsibility for any claims arising therefrom. COACH shall be entitled to retain revenue generated from his operation of softball camps and/or softball clinics in accordance with UNIVERSITY policy relating to camps or clinics conducted by Athletic Department personnel. All outside income will be subject to approval in accordance with the Board of Supervisors for the University of Louisiana System policies, such approval not to be unreasonably withheld.

8.3 COACH shall report annually in writing to the President on or before July 1<sup>st</sup> all athletically-related income from sources outside the UNIVERSITY including, but not limited to, income from annuities, sports camps, housing benefits, complimentary ticket sales, television and radio programs and endorsement or consultation contracts with athletic shoe, apparel or equipment manufacturers or sellers, and complimentary memberships to social or athletic clubs, and the UNIVERSITY shall have reasonable access to all records of COACH to verify this report (NCAA Operating Bylaw 11).

## **9.0 Compliance with NCAA, Conference and University Rules**

9.1 COACH shall abide by the rules and regulations of the NCAA, Conference and UNIVERSITY. Conference shall be defined as the athletic conference in which University is a member, which at the time of signing this contract is Conference USA. COACH has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case (NCAA Operating Bylaw 19). If COACH is found in violation of one or more NCAA regulations, he shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA infractions process (NCAA Operating Bylaw 19), including but not limited to suspension without pay or termination of employment (NCAA Operating Bylaw 11).

COACH may be suspended for a period of time, without pay, or the employment of COACH may be terminated if COACH is found to be involved in deliberate and serious material violations of Conference and/or UNIVERSITY regulations.

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

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

#### **10.0 Softball Staff**

COACH may make hiring decisions regarding assistant softball coaches and support staff in his sole discretion subject to approval of the Director of Athletics and approval by the Board of Supervisors for the University of Louisiana System. The salary pool for the softball staff will be \$120,000.

#### **11.0 Termination**

11.1 If COACH is terminated without cause during the term of the contract, as liquidated damages, the FOUNDATION shall pay COACH the Guaranteed Compensation for the remainder of the term of contract. For purposes of this provision, Guaranteed Compensation means the annual base salary set forth in Section 3.1 herein, and the radio and television component set forth



in Section 3.2 herein. These amounts shall be payable by the FOUNDATION on a monthly basis and solely through its athletic funds.

The FOUNDATION's obligation to pay COACH's Guaranteed Compensation for the remainder of the term of the contract shall be subject to COACH's duty to mitigate his damages. COACH hereby agrees to mitigate such damages by making reasonable and diligent efforts to obtain employment commensurate with his qualifications and experience, as soon as reasonably possible after termination of this Contract of Employment pursuant to Paragraph 11.1. If COACH should obtain such new employment prior to the last installment payment of liquidated damages, COACH shall notify the Director of Athletics of such new employment. Any further obligation of FOUNDATION to COACH shall be reduced by amount of salary or payment from new employment. Employment for purposes of this paragraph shall include any form of employment, including a contract of employment, employment at-will, or employment as an independent contractor. Any new type of employment will be considered as permanent and monthly payments will be immediately reduced by the difference of the new position. Any such reduction shall be permanent regardless of whether or not COACH retains the new position for the duration of the payout period.

11.2 UNIVERSITY shall have the right to terminate COACH's employment and this Agreement for cause prior to its expiration on June 30, 2029. In the event this Agreement is terminated for cause, all obligations of UNIVERSITY and/or FOUNDATION to make further payment or provide any other consideration hereunder shall cease as of the date of termination. In addition to its normally understood meaning in employment contracts, the term "cause" shall include, without limitation, any of the following:

a. Failure or refusal by COACH to perform any of the material duties required by this Agreement or reasonably required of a Division I softball head coach, neglect by COACH of any of the material duties required by this Agreement or reasonably required of a Division I softball head coach, COACH's unwillingness to perform such required material duties to the best of his ability, or any other material breach of this Agreement; or

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

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

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

e. Failure by COACH to report immediately to the Athletic Director any violations of Rules or Regulations known by COACH; or

f. Failing or refusing to provide information or documents in response to any reasonable requests or inquiries by the NCAA, the Conference, or any other governing body concerning or

related to the supervision of the program or directing or otherwise instructing any coach, student-athlete or any other individual to fail or to refuse to provide such information or documents; or

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

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

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

j. Conduct of the COACH which, in the reasonable judgment of the UNIVERSITY as determined by the Director of Athletics with concurrence of the President, is seriously prejudicial to the best interests of the UNIVERSITY or its athletic program; would tend to bring public disrespect, embarrassment, contempt, scandal, or ridicule on COACH or UNIVERSITY; which otherwise fails to follow the moral and ethical standard reasonably expected of COACH as a leading representative of the Department of Athletics and UNIVERSITY; or which violates the

UNIVERSITY's mission; or being charged or arrested for any crime involving theft, dishonesty, or moral turpitude; or

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

l. Engaging in a consensual sexual relationship with any individual over whom he exercised direct or significant academic, administrative, supervisory, evaluative, counseling or extracurricular authority or influence (Louisiana Tech Policy 1450); or

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

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

11.3 COACH agrees to represent the UNIVERSITY positively in public and private forums and shall not engage in conduct that reflects adversely on the UNIVERSITY or its athletics programs; and COACH shall also abide by the State of Louisiana Code of Government Ethics, University Policy and Regulations, and the policies and regulations of the University of Louisiana System. In public appearances, he/she shall at all times conduct himself/herself in a manner that befits a University official and shall always attempt to create goodwill and a good image for the UNIVERSITY. Violation of this provision in UNIVERSITY's reasonable judgment is just cause for termination.

11.4 In the event COACH terminates the contract without cause, he will be liable to the FOUNDATION for the following amounts due within thirty (30) days of termination:

- If on or before June 30, 2025, COACH shall be liable to the FOUNDATION for the liquidated damages in the amount of two hundred fifty thousand dollars (\$250,000.00).
- If on or before June 30, 2026, COACH shall be liable to the FOUNDATION for the liquidated damages in the amount of two hundred thousand dollars (\$200,000.00).
- If on or before June 30, 2027, COACH shall be liable to the FOUNDATION for the liquidated damages in the amount of one hundred fifty thousand dollars (\$150,000.00).
- If on or before June 30, 2028, COACH shall be liable to the FOUNDATION for the liquidated damages in the amount of one hundred thousand dollars (\$100,000.00).
- If on or before June 30, 2029, COACH shall be liable to the FOUNDATION for the liquidated damages in the amount of fifty thousand dollars (\$50,000.00).

#### **11.5 Title IX and Sexual Misconduct Policy Reporting and Compliance:**

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

- (1) Title IX of the Education Amendments of 1972;
- (2) the University's Sexual Misconduct Policy; or
- (3) the University of Louisiana System's Sexual Misconduct Policy.

## **12.0 Automatic Termination Upon Death or Disability of Coach**

This agreement shall terminate automatically if COACH dies or becomes physically or mentally disabled to such an extent that, in the judgment of the Director of Athletics, he is unable to satisfactorily perform all duties of a NCAA Division I softball head coach. If this agreement is terminated pursuant to this section, the University shall be relieved of all liabilities and/or obligations under this agreement as of the date of death or disability.

## **13.0 Termination – General Provisions**

13.1 If COACH terminates the contract, or if the contract is terminated for cause, neither the UNIVERSITY nor the FOUNDATION shall be liable for any payments or benefits after the date of termination, except for amounts previously earned (including supplemental payment) but not yet paid.

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

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

13.4 COACH may be terminated at any time due to financial circumstances in which the UNIVERSITY or the University of Louisiana System has declaration of financial exigency. In the event of such termination, COACH will receive as liquidated damages sums payable to COACH pursuant to paragraphs 3.1 and 3.2 for the remainder of the term of the contract. Such sum shall be payable by the FOUNDATION solely through its athletic funds. The liquidated

damages payment for the current contract year shall be paid within 60 days of termination. Liquidated damages due to COACH beyond the current contract year shall be payable on an annual basis by April 1 of the contract year in which COACH would have earned the compensation. All compensation, including salary, benefits, and other remuneration incidental to employment, ceases upon termination.

#### **14.0 Invalid Provisions**

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

#### **15.0 Notice Provision**

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

Unless hereinafter changed by written notice to COACH, any notice to the UNIVERSITY shall be sent to the following people or their successors:

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

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

AND

Lisa Bradley  
Interim Vice President for University Advancement  
Louisiana Tech University Foundation  
207 West Alabama  
Ruston, LA 71270

Unless hereinafter changed by written notice to the UNIVERSITY, any notice to COACH shall be sent to his official address on file with the UNIVERSITY's Human Resource's office.

**16.0 Merger Clause/No Oral Modification**

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

**SIGNATURE PAGE TO FOLLOW**

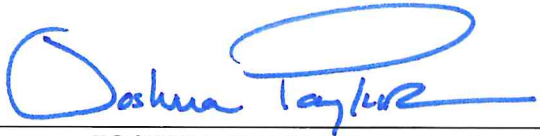


**CONTRACT OF EMPLOYMENT:  
SOFTBALL HEAD COACH**

**SIGNATURE PAGE**

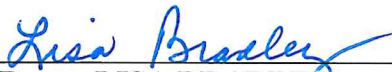
**LOUISIANA TECH UNIVERSITY**

  
By: **DR. JIM HENDERSON**  
PRESIDENT

  
**JOSHUA TAYLOR**  
SOFTBALL HEAD COACH

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

**LOUISIANA TECH UNIVERSITY FOUNDATION, INC.**

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

**RE: LOUISIANA TECH UNIVERSITY  
CONTRACT OF EMPLOYMENT  
SOFTBALL HEAD COACH**

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

---

Mr. Rick Gallot, J.D.  
President  
University of Louisiana System

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

**ATHLETIC COMMITTEE**

**June 13, 2024**

**Item F.3.**     **Nicholls State University's** request for approval of a contract with Mr. Jonathan Terrell, Vice President of Collegiate Athletics/Athletic Director, effective July 1, 2024.

**EXECUTIVE SUMMARY**

Under the proposed agreement, effective through June 30, 2028, Mr. Terrell's annual salary is \$182,000 per year paid by the University (\$150,000) and the Colonel Athletic Association (\$32,000).

During the time of employment, Mr. Terrell will have the opportunity to receive the following earned salary supplements/incentives, funded by the Colonel Athletic Association (provided that the total performance incentives in any contract year will not exceed \$10,000 unless otherwise stipulated below):

- \$1,000 in any contract year when all varsity teams have an APR that is equal to or greater than 950;
- \$1,500 for each Conference regular season championship or tournament championship won in football, men's basketball, women's basketball, volleyball, softball, or baseball;
- \$2,000 for each NCAA tournament game won by men's or women's basketball;
- \$20,000 in any contract year during which the football or men's basketball team wins an NCAA championship game (not subject to the \$10,000 ceiling).
- \$10,000 in any contract year during which the women's basketball team wins an NCAA championship game (not subject to the \$10,000 ceiling).

In addition, Mr. Terrell shall receive the following funded by the Colonel Athletic Association:

- Level 1 – \$500,000 overall increase of Athletic Related Revenue above the stated base of \$400,000 - \$5,000
- Level 2 – Amounts greater than Level 1 increase – compensation shall be 2% of amount exceeding base amount of \$400,000 plus Level 1 collected funds

In the event the University terminates the agreement without cause, Mr. Terrell shall only be entitled to receive an amount equal to the salary of \$182,000 for a period of one year or until the employment term expires, whichever is earlier. Amounts payable for the year that come due

during the current fiscal year ending June 30 shall be paid by the University. The remaining amounts payable that come due beyond the current fiscal year shall be solely funded by the Colonel Athletic Association, subject to the terms and conditions of this agreement.

The University and the Colonel Athletic Association signed this joint agreement with Mr. Terrell.

### **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 Nicholls State University's request for approval of a contract with Mr. Jonathan Terrell, Vice President of Collegiate Athletics/Athletic Director, effective July 1, 2024.*



Nicholls State University

Office of the President

P.O. Box 2001 | Thibodaux, LA 70310 | 985.448.4003 | 985.448.4920 [F]

F.3.

May 22, 2024

**Via Electronic Transmittal Only**

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

Dear President Gallot:

Nicholls State University requests consideration and approval of the following to be placed on the agenda for the June 13, 2024 meeting of the Board of Supervisors for the University of Louisiana System:

*Contract Renewal for Jonathan Terrell -  
Vice President of Collegiate Athletics & Athletics Director.*

Thank you for your assistance in this matter.

Sincerely,

Jay Clune, PhD  
President

JC/apf

Enclosures

c: Dr. Sue Westbrook, Provost/Vice President for Academic Affairs  
Mr. Terry Braud, Vice President for Finance & Administration  
Mr. Jonathan Terrell, Vice President for Collegiate Athletics/Athletic Director  
Dr. Michele Caruso, Vice President for Student Affairs  
Dr. Todd Keller, Vice Provost  
Ms. Renee Hicks, Assistant Vice President of Institutional Effectiveness Access & Success  
Ms. Alison Hadaway, Director of Human Resources  
Mr. Jerad David, Director of Communications  
Ms. Paige Thomas, Director of Alumni Affairs  
Ms. Paulette Mayon, Controller & Ethics Liaison  
Ms. Claire Bourgeois, Faculty Senate President

**CONTRACT OF EMPLOYMENT  
VICE PRESIDENT OF COLLEGIATE ATHLETICS /  
ATHLETIC DIRECTOR**

**STATE OF LOUISIANA**

**PARISH OF LAFOURCHE**

This agreement is made and entered into on this \_\_\_\_ day of June, 2024, between **Nicholls State University** (hereafter referred to as “UNIVERSITY”) and through its President, and **Jonathan Terrell** (hereafter referred to as “TERRELL”). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System (hereinafter referred to as “Board”), the management board for Nicholls State University, and therefore the terms and conditions set forth in this agreement are not binding upon the parties until approval of the Board is obtained. The **Colonel Athletic Foundation** (hereinafter referred to as “CAA” or “FOUNDATION”) joins in this agreement consenting to the obligations incurred by FOUNDATION.

**1.0 Employment and Duties**

1.1 UNIVERSITY does hereby employ TERRELL as Vice President of Collegiate Athletics / Athletic Director and TERRELL does hereby accept employment and agrees to perform all of the services pertaining to the UNIVERSITY’S intercollegiate athletics program, which are required of TERRELL, as well as, other services which are expressly assigned and/or inherent in the position of Vice President of Collegiate Athletics / Athletic Director, all as prescribed by the UNIVERSITY through its President. It is understood by TERRELL and the UNIVERSITY, however, that the UNIVERSITY retains the right to assign TERRELL to other positions with different duties during the term of this agreement; and that if the UNIVERSITY makes such a decision to reassign TERRELL and TERRELL refuses to accept such reassignment, then the UNIVERSITY may terminate this agreement pursuant to the terms and conditions for causal termination by the UNIVERSITY as set forth in Section 9.4 of this contract.

1.2 TERRELL shall be responsible and shall report directly to the UNIVERSITY’S President and shall confer with the President or the President’s designee on all administrative, operational and fiscal matters pertaining to the athletics program.

1.3 TERRELL shall represent UNIVERSITY positively in public and private forums and shall not engage in conduct that reflects adversely on UNIVERSITY or its athletics program.

1.4 TERRELL shall manage and supervise the athletics program, including directing, managing, and supervising all personnel in the Athletics Department in an effective manner to achieve the goals and objectives for the Athletics Department as established by the President in consultation with TERRELL, and shall perform such other duties in the University's athletic program as the President may reasonably assign.

1.5 TERRELL shall not appear on any television, radio or internet program or advertisement not authorized by the UNIVERSITY without prior written approval of the UNIVERSITY except routine news media interviews for which no compensation is received.

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

1.7 In addition to the duties and responsibilities of the Vice President of Collegiate Athletics / Athletic Director as may be contained in University and Board policies and guidelines, TERRELL's duties and responsibilities include, but are not limited to, the following:

- a. Being fully knowledgeable of and ensure the Athletic Department and Athletic Department's personnel abide by and comply with all current and future University and affiliated Conference policies, rules, and regulations. TERRELL shall use his best efforts to ensure institutional control of the Athletics Department by developing, implementing, and maintaining a vigorous and effective program for complying with and enforcing all applicable NCAA and Conference rules and regulations. In the event that TERRELL has knowledge of, or has reasonable cause to believe, that violations of UNIVERSITY policies, laws, or governing athletic rules have taken place, TERRELL shall inform the President as well as take all necessary measures to bring UNIVERSITY in compliance, to report violations as required by NCAA and Conference, and to take action to prevent a reoccurrence of such violations.
- b. Working in cooperation with and in support of the President, the faculty, and other administrative officials in meeting academic requirements for student-athletes as established by the President in consultation with TERRELL.
- c. Using his best efforts to ensure that student-athletes conduct themselves in a manner that will reflect a positive image at all times during their tenure as participants in UNIVERSITY'S athletic programs.

- d. Provide an environment for admissions, financial aid, academic eligibility, and recruiting be conducted properly; and shall assist in the recruitment of student-athletes as requested by the head coach of a sport consistent with all applicable NCAA and Conference rules.
- e. Taking appropriate actions to ensure that the academic performance of all UNIVERSITY sports teams meet or exceed the NCAA academic progress standards.
- f. Developing and implementing an evaluation system for coaches and administrative staff. Evaluations are to be performed at a minimum of once a year.
- g. Requiring and using his best efforts to ensure that the activities and operations of the Athletics Department comply with all applicable state and federal laws and UNIVERSITY policies concerning intercollegiate athletics, including without limitation, Title IX of the Educational Amendments of 1972, 20 U.S.C. §1981 *et seq.*, the Americans with Disabilities Act, 42 U.S.C. § 1201, *et seq.*, and all state and federal non-discrimination laws.
- h. Developing, implementing, and maintaining a Strategic Plan for Athletics to include short, intermediate, and long-term plans in consultation with the President.
- i. Choosing teams and scheduling intercollegiate athletic games and directing means of travel to be employed by team members and coaching staff, hotel, food accommodations, and size and content of travel squad and party; and ensuring that all such activity is conducted in compliance with applicable University policies and procedures.
- j. Overseeing the game ticket distribution system and using his best efforts to ensure that such system is managed and conducted in a manner that results in accurate accounting of the distribution and receipt of revenue from ticket sales.
- k. Monitoring all athletically-related contracts in which the UNIVERSITY is a party, including but not limited to pouring rights, multi-media and sponsorships, signage, guarantee games, athletic facility concessions, apparel, ticketing, licensing and trademarks, etc., and using his best efforts to ensure that any funds, including revenues and royalties, and issued to the UNIVERSITY in accordance with the applicable contract, and that such funds are properly deposited with the UNIVERSITY.
- l. Adhering to and carrying out other directives and responsibilities as may be given by the President from time to time.

## **2.0 Term**

2.1 The term of this agreement is for a fixed period commencing on July 1, 2024 and ending without further notice to TERRELL on June 30, 2028, unless sooner terminated or extended under the terms of this agreement.



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

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

### **3.0 Compensation**

3.1 In consideration of TERRELL's services and satisfactory performance of this agreement while employed in the position of Director of Athletics, UNIVERSITY shall pay TERRELL a base annual salary of One Hundred Eighty-Two Thousand and No/100 (\$182,000.00) Dollars during the term of this agreement, payable on a bi-weekly basis, as well as all related benefits, subject to applicable taxes. TERRELL's annual base salary shall be funded as follows: the sum One Hundred Fifty Thousand and No/100 (\$150,000.00) Dollars shall be funded directly the by the UNIVERSITY and the sum of Thirty Thousand and No/100 (\$32,000.00) shall be funded by the FOUNDATION and paid through the UNIVERSITY to TERRELL. It is understood and agreed that if at any time during the fiscal year during the term of this agreement that FOUNDATION fails to make its contribution towards TERRELL's salary as provided herein, in no way shall that act relieve UNIVERSITY from its obligation to compensate TERRELL the annual salary for the then current fiscal year.

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

3.3 The University does not guarantee amounts due from the University under this contract beyond the current year of performance. Should the contract be terminated for any reason

amounts due shall be determined in accordance with Section 9.0 of this agreement.

#### **4.0 Incentive Compensation**

4.1 During the term of this agreement, TERRELL will have the opportunity to receive the following supplement / incentives. These incentives, if paid, shall be subject to all mandatory withholdings and are inclusive of employer matches for retirement and Medicare payments. The supplement / incentive payments shall be funded by the FOUNDATION and paid through the UNIVERSITY payroll system.

4.2. TERRELL will receive additional supplemental compensation according to the following benefit schedule for increasing **Athletic Related Revenue**, defined as but not limited to: gifts to the Athletics Department's annual fund, major gift funds, including signed multi-year pledges, and endowed funds. Athletic Related Revenue does not include game guarantees or revenues raised subject to the Peak Performance contract, or similar third-party fundraising contract. Supplemental compensation will be determined by the amount of Athletic Related Revenue generated and collected over a base amount of Four Hundred Thousand (\$400,000.00) Dollars annually and shall be paid to TERRELL no later than 90 days after the end of the previous fiscal year-end. (All calculations reset annually)

Level 1 – \$500,000 overall increase of Athletic Related Revenue above the stated base - \$5,000

Level 2 - Amounts greater than Level 1 increase – compensation shall be 2% of amount exceeding base amount plus Level 1 collected funds.

4.3 Provided that sufficient funds are available from athletics revenues or gifts for the unrestricted use of the Department of Athletics, TERRELL shall be entitled to received additional non-salary compensation from the UNIVERSITY in the form of incentive pay as outlined herein,

provided that all varsity sports are in compliance with all Governing Athletic Rules and UNIVERSITY Rules, and there are no pending or active NCAA or Conference investigations or major violations of which TERRELL knew or should have known. The total performance incentives in any contract year will not exceed Ten Thousand and No/100 (\$10,000.00) Dollars, except that a performance award for an athletics team that wins a NCAA championship shall be excluded from this limit. The basis shall be as follows:

- a. \$1,000 in any contract year when all varsity teams have an APR that is equal to or greater than 950;
- b. \$1,500 for each Conference regular season championship or tournament championship won in football, men's basketball, women's basketball, volleyball, softball, or baseball;
- c. \$2,000 for each NCAA tournament game won by men's or women's basketball;
- d. \$20,000 in any contract year during which the football or men's basketball team wins an NCAA championship game (not subject to the \$10,000 ceiling).
- e. \$10,000 in any contract year during which the women's basketball team wins an NCAA championship game (not subject to the \$10,000 ceiling).

## **5.0 Employee Benefits**

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

## **6.0 Outside Income and/or Benefits**

6.1 TERRELL may receive income, revenue, and benefits from outside sources while employed by the UNIVERSITY upon approval from the UNIVERSITY President and in accord with University and Board policies governing outside employment, but such activities are independent of TERRELL'S UNIVERSITY employment and the UNIVERSITY and the BOARD shall have no responsibility or liability for any claims arising therefrom. Such outside activities shall not interfere with the full and complete performance by TERRELL of TERRELL'S duties

and obligations as a UNIVERSITY employee, recognizing that TERRELL'S primary obligations lie with the UNIVERSITY and its students.

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

## **7.0 Compliance with Law, Policy, and Regulations**

7.1 TERRELL shall abide by the rules and regulations of the NCAA, Conference, UNIVERSITY, and University of Louisiana Board. TERRELL understands, acknowledges, and agrees that TERRELL has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case (see NCAA Bylaw 19.2.3); and that if TERRELL is found to be in violation of NCAA regulations, TERRELL 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 termination of employment.

7.2 TERRELL 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 TERRELL 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.

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

## **8.0 Athletic Department Staff**

8.1 TERRELL shall have the opportunity to select unclassified athletics department personnel (within the established budget) upon authorization by the President and approval by the Board of Supervisors for the University of Louisiana System. TERRELL is expected to supervise athletics department personnel to assure compliance with NCAA, Conference, University of Louisiana System Board, and UNIVERSITY rules and regulations.

## **9.0 Termination**

9.1 Either party may terminate this agreement *without* just cause prior to the expiration of its terms by giving thirty (30) days' written notice to the other party. All compensation, including salary, supplements, benefits, and other remuneration incidental to employment, cease upon termination.

9.2 Termination without Cause by UNIVERSITY. UNIVERSITY may terminate this agreement in the sole and absolute discretion of the UNIVERSITY President. Prior to such termination, UNIVERSITY shall notify the President of the University of Louisiana System. In the event the UNIVERSITY terminates the agreement, *without cause*, TERRELL shall only be entitled to receive an amount equal to the salary described in Paragraph 3.1 for a period of one (1) year or until the employment term expires, whichever is earlier. The UNIVERSITY will only be liable for any salary under this clause for the remainder of the then current fiscal year. Any balance due and owing beyond the fiscal year shall be provided by the FOUNDATION, but only with funds available through the Department of Athletics restricted accounts. Upon such termination, the UNIVERSITY will have no other obligation to TERRELL whatsoever. In the event that TERRELL should become employed by any employer during the period that the UNIVERSITY is paying him under this Paragraph 9.2, then the UNIVERSITY shall only be required to pay TERRELL the difference between the sum specified hereunder and his gross income from his new employer. All amounts payable to TERRELL hereunder shall be paid on a biweekly basis by way of the UNIVERSITY's Payroll Office.

9.3 Termination for Just Cause. UNIVERSITY has the right to terminate this contract for "just cause". The termination date shall be the date on which notice of termination is given, or on such later date as may be set forth by UNIVERSITY in the notice of termination. The judgment

as to whether the conduct of TERRELL constitutes cause under this provision shall not be exercised arbitrarily, capriciously or in a discriminatory manner by the UNIVERSITY. No damages shall be due from UNIVERSITY if termination is for *just cause*. All compensation, including salary, supplements, benefits, and other remuneration incidental to employment, cease upon termination. In addition to failure to comply with this agreement, grounds for termination under this Section also includes, but is not limited to:

- a. Misconduct, defined to include but not be limited to engaging in conduct which: (i) displays a serious disrespect or disregard for the mission of the University, (ii) brings TERRELL into substantial public disrepute, contempt, scandal, ridicule sufficient to materially impair TERRELL'S ability to perform the obligations contained herein without material adverse impact on the athletic program; or (iii) constitutes moral turpitude or breaches the high moral and ethical standards applicable to the Director of Athletics as a visible representative of the UNIVERSITY.
- b. Substantial and manifest incompetence.
- c. Violation or gross disregard of state or federal laws.
- d. Significant or repetitive violations of NCAA, conference, or UNIVERSITY rules, regulations, policies or procedures.
- e. Refusing to accept reassignment of responsibilities in accordance with the provisions of Section 1.1 above in situations in which the UNIVERSITY determines that the best interest of the UNIVERSITY and of its intercollegiate athletic program require that the TERRELL no longer retain the position of Director of Athletics.
- f. Prolonged absence from UNIVERSITY without UNIVERSITY'S consent.
- g. Poor performance evaluation by President not corrected within a reasonable period of time, as determined by UNIVERSITY, following notice to TERRELL.
- h. Failure to administer the athletics department in conformity with sound fiscal management practices, including, but not limited to, failure to abide by applicable rules and/or regulations of UNIVERSITY or Board.
- i. Any cause adequate to sustain the termination of any other UNIVERSITY employee of the Director of Athletics classification.

9.4 UNIVERSITY may cancel this Agreement at any time due to the financial circumstances in which the UNIVERSITY and/or the University of Louisiana System has declaration of financial exigency, or a determination by the 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. Such a termination can be based on consideration of budgetary restrictions, and priorities for maintenance of program and services. In the event of such termination, TERRELL will receive six (6) months' notice of termination or six (6) months regular pay in lieu of such notice. All compensation, including salary, benefits, and other remuneration incidental to employment, cease upon termination.

9.5 In the event that TERRELL is reassigned to another position or suspended or placed on administrative leave with UNIVERSITY, any entitlement to a, cell phone allowance, country club membership, other FOUNDATION'S supplements, *etc.*, shall cease immediately upon the occurrence of any such event.

9.6 TERRELL agrees that in the event of termination of this agreement by UNIVERSITY for any reason, his sole and exclusively remedy, if any, against UNIVERSITY shall be in accordance with the provisions set forth in this Agreement. In no event shall UNIVERSITY be liable for direct, indirect, special, incidental, or consequential damages.

## **10.0 University Fundraising**

10.1 All fundraising activities by TERRELL must be pre-approved by the UNIVERSITY President, or President's designee, to ensure that such activities are in compliance with UNIVERSITY policies.

## **11.0 Title IX and Sexual Misconduct Policy Reporting and Compliance**

11.1 TERRELL shall promptly report to the University's Title IX Coordinator or other designated representative any Known Violation(s) of the University or University of Louisiana System's Sexual Misconduct Policy (including, but not limited to sexual harassment, sexual assault, sexual exploitation, domestic violence and stalking) that involve any student, faculty, or staff or that is in connection with a University sponsored activity or event. Any emergency

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

11.2 The UNIVERSITY may terminate this agreement for cause pursuant to the for-cause-termination provisions of this agreement for any determined violation by TERRELL for failure to report a Known Violation of:

1. Title IX of the Education Amendment of 1972; or
2. The University’s Sexual Misconduct Policy; or
3. The University of Louisiana System’s Sexual Misconduct Policy

**12.0 Notices**

12.1 Any notice or other communication which is required to be given under this agreement shall be in writing and shall be deemed to have been given on the earlier of the day actually received or on the close of business on the fifth business day next following the day when deposited in the U.S. Mail, postage prepaid, registered or certified, addressed to the party at the address set forth after its name below or such other address as may be given by such party in writing.

If to TERRELL: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to UNIVERSITY: Nicholls State University  
P.O. Box 2070  
Thibodaux, LA 70310  
Attention: President



### **13.0 Miscellaneous**

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

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

13.3 Governing Law. This Agreement shall be governed by and construed under the laws of the State of Louisiana.

13.4 Fiscal Funding. The continuation of this contract is contingent on the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means as provided by law to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

13.5 Entire Agreement. This single Contract of Employment shall become the agreement between the parties supplanting any and all previous other oral or written agreements, letters of appointments, and/or memoranda of understanding regarding any of the matters or things provided for or hereinabove discussed and mentions. This Contracts of Employment may be amended only in writing, signed and agreed to by the parties, and approved by the Board.

ACKNOWLEDGED AND AGREED TO BY:

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Dr. John J. Clune, Jr.  
President  
Nicholls State University

ACKNOWLEDGED AND AGREED TO BY:

---

Jonathan Terrell  
Vice President of Collegiate Athletics / Athletic Director  
Nicholls State University

ACKNOWLEDGED AND AGREED TO ON BEHALF OF THE  
NICHOLLS STATE UNIVERSITY ATHLETIC FOUNDATION,  
INC. AS TO THE OBLIGATIONS INCURRED HEREIN BY THE  
FOUNDATION

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Christopher X. Riviere  
President  
Nicholls State University Foundation

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

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Richard J. Gallot, Jr.  
President  
University of Louisiana System

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

**ATHLETIC COMMITTEE**

**June 13, 2024**

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

**EXECUTIVE SUMMARY**

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

- **Taylor Dugas, Assistant Baseball Coach** - Under the proposed agreement from July 1, 2024 through June 30, 2025, Assistant Coach's annual salary is \$73,800. The Baseball Restricted Fund within the Lion Athletics Association will fund \$26,000 of the base annual salary.
- **Kenneth Lee, Jr., Associate Women's Basketball Coach** - Under the proposed agreement from July 1, 2024 through June 30, 2025, Associate Coach's annual salary is \$64,763. The Lion Athletics Association will fund \$11,177 of the base annual salary.
- **Charles Lenford, Assistant Track and Field Coach** - Under the proposed agreement from July 1, 2024 through June 30, 2025, Assistant Coach's annual salary is \$36,080.
- **Destinee Jeanpiere, Assistant Track and Field Coach** - Under the proposed agreement from July 1, 2024 through June 30, 2025, Assistant Coach's annual salary is \$31,700.

Should the University terminate the agreement without cause prior to the expiration of its current term, it shall be liable to Associate/Assistant Coach for liquidated damages which shall include all amounts of compensation as outlined in Sections 3.1 and 3.2 of the agreement, which would have been owed to Associate/Assistant Coach had they completed the term. Amounts due for the year, which come due during the current fiscal year ending June 30, shall be paid by the University.

**RECOMMENDATION**

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED***, that the Board of Supervisors for the University of Louisiana System hereby approves Southeastern Louisiana University's request for approval of contracts with the following Associate/Assistant Coaches: Taylor Dugas, Assistant Baseball Coach; Kenneth Lee, Jr., Associate Women's Basketball Coach; Charles Lenford, Assistant Track and Field Coach; and Destinee Jeanpiere, Assistant Track and Field Coach.



F.4.

May 23, 2024

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

Re: Athletics Coaches Contracts

Dear President Gallot:

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

- Various Associate/Assistant Coach Contracts
  - Assistant Baseball Coach, Taylor Dugas
  - Assistant Track and Field Coach, Destinee Jeanpiere
  - Associate Women's Basketball Coach, Kenneth Lee, Jr.
  - Assistant Track and Field Coach, Charles Lenford

Your consideration of this request is greatly appreciated.

Sincerely,

William S. Wainwright, Ph.D.  
President

Attachments

**CONTRACT OF EMPLOYMENT  
ASSISTANT BASEBALL COACH**

**STATE OF LOUISIANA  
PARISH OF TANGIPAHOA**

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

**1.0 Employment**

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

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

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

1 Coach Initial:  Admin Initial: 

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

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

## 2.0 Term

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

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

## 3.0 Compensation

3.1 In consideration of ASSISTANT COACH ’S services and satisfactory performance of this agreement, the UNIVERSITY shall pay ASSISTANT COACH a base annual salary of \$73,800 for the term of this agreement on a bi-weekly basis.

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

staff service.

3.3 The Baseball Restricted Fund within the Lion Athletics Association (LAA) agrees to fund \$26,000 of ASSISTANT COACH's base annual salary.

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

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

#### 4.0 Employee Benefits

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

##### 4.2 Courtesy/Leased Vehicle Benefit

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

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

competitions.

**5.0 Outside Income-Subject to Compliance with Board Rules**

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

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

**6.0 Compliance with NCAA, Conference and University Rules**

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



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

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

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

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

## **7.0 Title IX and Sexual Misconduct Policy Reporting and Compliance**

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

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

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

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

## 8.0 Termination

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

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

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

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

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

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

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

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

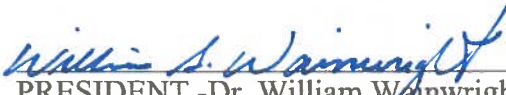
8.7 Any violation of this contract is grounds for dismissal with cause.

## **9.0 Force Majeure**

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

**10.0 Severability**

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

 5/23/24  
PRESIDENT -Dr. William Wainwright Date  
Southeastern Louisiana University

 5/20/24  
Jay Artigas Date  
DIRECTOR OF ATHLETICS

 5/20/24  
Taylor Dugas Date  
ASSISTANT COACH - MEN'S BASEBALL

 5/16/24  
PRESIDENT Date  
LION ATHLETICS ASSOCIATION

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

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

BETWEEN:

STATE OF LOUISIANA

Southeastern Louisiana University AND

PARISH OF TANGIPAHOA

Lion Athletics Association AND

ASSISTANT BASEBALL COACH

AGREEMENT  
ASSISTANT BASEBALL COACH

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

1.0

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

2.0

The Lion Athletics Association acknowledges that it has agreed to pay or supplement the salary of the ASSISTANT SPORT Coach in the amount as per the Compensation Section 3.3 and 3.4 of the ASSISTANT COACH's Contract of Employment with Southeastern Louisiana University.

3.0

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

10 Coach Initial:  Admin Initial: 

Entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

William S. Wainwright 5/23/24  
PRESIDENT -Dr. William Wainwright Date  
Southeastern Louisiana University

Jay Artigues 5/20/24  
Jay Artigues Date  
DIRECTOR OF ATHLETICS

Taylor Dugas 5/20/24  
Taylor Dugas Date  
ASSISTANT COACH - MEN'S BASEBALL

[Signature] 5/16/24  
PRESIDENT Date  
LION ATHLETICS ASSOCIATION

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

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

11 Coach Initial: [Signature] Admin Initial: [Signature]

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

**STATE OF LOUISIANA  
PARISH OF TANGIPAHOA**

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

**1.0 Employment**

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

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

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





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

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

**2.0 Term**

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

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

**3.0 Compensation**

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

2 Coach Initial: DS Admin Initial: AS

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

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

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

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

**5.0 Outside Income-Subject to Compliance with Board Rules**

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

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

**6.0 Compliance with NCAA, Conference and University Rules**

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

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

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

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

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

## **7.0 Title IX and Sexual Misconduct Policy Reporting and Compliance**

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

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

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

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

## 8.0 Termination

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

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

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

- (a) Misconduct, including but not limited to: hostile workplace violations, documented acts of moral turpitude, acts of violence and aggression, and insubordination.
- (b) Misconduct that: (1) violates state or University ethics laws, rules or regulations; (2) offends the ethics or traditions of the University; or (3) brings discredit or harm to the reputation of the University. This would include speaking negatively in the community about the UNIVERSITY, its Administration, and/or Staff.
- (c) Acts of violence or personal conduct, or condoning or encouraging employees or student-athletes in such conduct, which may not warrant criminal prosecution but result in public disrepute, contempt, scandal or ridicule that reflects unfavorably upon the reputation or mission of the University.
- (d) Substantial and manifest incompetence
- (e) Violation or gross disregard of state or federal laws
- (f) Deliberate and serious violations of NCAA, conference, or UNIVERSITY rules, regulations, policies or procedures.
- (g) Failure to promote an atmosphere of compliance pursuant to NCAA Bylaw 11.1.1
- (h) Unethical conduct pursuant to NCAA Bylaw 10.1
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discriminatory manner by the UNIVERSITY. No damages shall be due if termination is for just cause.

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

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

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

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

#### **9.0 Force Majeure**

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

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

**10.0 Severability**

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

William S. Wainwright 5/20/24  
PRESIDENT -Dr. William Wainwright Date  
Southeastern Louisiana University

Jay Artigues 5/20/24  
Jay Artigues Date  
DIRECTOR OF ATHLETICS

Destinee Jeampiere 5/28/24  
Destinee Jeampiere Date  
ASSISTANT COACH - TRACK AND FIELD

[Signature] 5/16/24  
PRESIDENT Date  
LION ATHLETICS ASSOCIATION

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

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



BETWEEN:

STATE OF LOUISIANA

Southeastern Louisiana University AND

PARISH OF TANGIPAHOA

Lion Athletics Association AND

ASSISTANT TRACK AND FIELD COACH

AGREEMENT  
ASSISTANT TRACK AND FIELD COACH

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

1.0

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

2.0

The Lion Athletics Association acknowledges that it has agreed to pay or supplement the salary of the ASSISTANT TRACK AND FIELD Coach in the amount as per the Compensation Section 3.3 of the ASSISTANT COACH's Contract of Employment with Southeastern Louisiana University.

3.0

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

DS



Entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

William S. Wainwright 5/28/24  
PRESIDENT -Dr. William Wainwright Date  
Southeastern Louisiana University

Jay Artigues 5/20/24  
Jay Artigues Date  
DIRECTOR OF ATHLETICS

Destinee Jeanpere 5/28/24  
Destinee Jeanpere Date  
ASSISTANT COACH - TRACK AND FIELD

[Signature] 5/16/24  
PRESIDENT Date  
LION ATHLETICS ASSOCIATION

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

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

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

**STATE OF LOUISIANA  
PARISH OF TANGIPAHOA**

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

**1.0 Employment**

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

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

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

1 Coach Initial: REL Admin Initial: 

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

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

## 2.0 Term

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

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

## 3.0 Compensation

3.1 In consideration of ASSOCIATE COACH 'S services and satisfactory performance of this agreement, the UNIVERSITY shall pay ASSOCIATE COACH a base annual salary of \$64,763 for the term of this agreement on a bi-weekly basis.

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

staff service.

3.3 The Lion Athletics Association (LAA) agrees to fund \$11,177 of ASSISTANT COACH's base annual salary.

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

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

#### 4.0 Employee Benefits

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

##### 4.2 Courtesy/Leased Vehicle Benefit

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

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

season home athletics competitions.

## **5.0 Outside Income-Subject to Compliance with Board Rules**

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

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

## **6.0 Compliance with NCAA, Conference and University Rules**

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

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

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

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

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

## **7.0 Title IX and Sexual Misconduct Policy Reporting and Compliance**

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

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

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

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

## 8.0 Termination

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

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



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

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

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

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

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

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


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

#### **9.0 Force Majeure**

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

**10.0 Severability**

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

 5/23/24  
\_\_\_\_\_  
PRESIDENT -Dr. William Wainwright Date  
Southeastern Louisiana University

 5/24/24  
\_\_\_\_\_  
Jay Artigues Date  
DIRECTOR OF ATHLETICS

 5/20/24  
\_\_\_\_\_  
Kenneth Lee, Jr. Date  
ASSOCIATE COACH - WOMEN'S BASKETBALL

 5/16/24  
\_\_\_\_\_  
PRESIDENT Date  
LION ATHLETICS ASSOCIATION

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

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

BETWEEN:

STATE OF LOUISIANA

Southeastern Louisiana University AND

PARISH OF TANGIPAHOA

Lion Athletics Association AND

ASSISTANT WOMEN'S BASKETBALL COACH

AGREEMENT  
ASSOCIATE WOMEN'S BASKETBALL COACH

This is an agreement between the Lions Athletic Association, Southeastern Louisiana University, and Coach's Official Name, the University ASSOCIATE WOMEN'S BASKETBALL COACH.

1.0

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


2.0

The Lion Athletics Association acknowledges that it has agreed to pay or supplement the salary of the ASSOCIATE WOMEN'S BASKETBALL Coach in the amount as per the Compensation Section 3.3 and 3.4 of the ASSOCIATE COACH's Contract of Employment with Southeastern Louisiana University.

3.0

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

Entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

 5/23/24  
PRESIDENT -Dr. William Wainwright Date  
Southeastern Louisiana University

 5/20/24  
Jay Artigues Date  
DIRECTOR OF ATHLETICS

 5/20/24  
Kenneth Lee, Jr. Date  
ASSOCIATE COACH - WOMEN'S BASKETBALL

 5/16/24  
PRESIDENT Date  
LION ATHLETICS ASSOCIATION

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

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

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

**STATE OF LOUISIANA  
PARISH OF TANGIPAHOA**

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

**1.0 Employment**

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

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

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

1 Coach Initial: CL Admin Initial: [Signature]

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

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

## 2.0 Term

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

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

## 3.0 Compensation

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

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

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

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

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

#### 4.0 Employee Benefits

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

##### 4.2 Courtesy/Leased Vehicle Benefit

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

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



## **5.0 Outside Income-Subject to Compliance with Board Rules**

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

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

## **6.0 Compliance with NCAA, Conference and University Rules**

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

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

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

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

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

## **7.0 Title IX and Sexual Misconduct Policy Reporting and Compliance**

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

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

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

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

## 8.0 Termination

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

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

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

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

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

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

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

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

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

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


## 9.0 Force Majeure

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


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

**10.0 Severability**

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

 5/23/24  
PRESIDENT -Dr. William Wainwright Date  
Southeastern Louisiana University

 5/20/24  
Jay Artigues Date  
DIRECTOR OF ATHLETICS

 5/16/24  
Charles Lenford, Jr. Date  
ASSISTANT COACH - TRACK AND FIELD

 5/16/24  
PRESIDENT Date  
LION ATHLETICS ASSOCIATION

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

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

BETWEEN:

STATE OF LOUISIANA  
PARISH OF TANGIPAHOA

Southeastern Louisiana University AND  
Lion Athletics Association AND

ASSISTANT TRACK AND FIELD COACH

AGREEMENT  
ASSISTANT TRACK AND FIELD COACH

This is an agreement between the Lions Athletic Association, Southeastern Louisiana University, and Charles Lenford, Jr. the University ASSISTANT TRACK AND FIELD COACH.

1.0

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

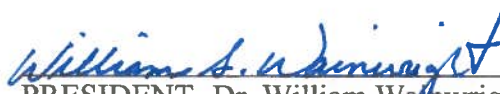
2.0

The Lion Athletics Association acknowledges that it has agreed to pay or supplement the salary of the ASSISTANT TRACK AND FIELD Coach in the amount as per the Compensation Section 3.3 of the ASSISTANT COACH's Contract of Employment with Southeastern Louisiana University.


3.0

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

Entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

 5/23/24  
PRESIDENT -Dr. William Wainwright Date  
Southeastern Louisiana University

 5/20/24  
Jay Artigues Date  
DIRECTOR OF ATHLETICS

  
Charles Lenford, Jr. Date  
ASSISTANT COACH - TRACK AND FIELD

 5/16/24  
PRESIDENT Date  
LION ATHLETICS ASSOCIATION

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

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



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

**ATHLETIC COMMITTEE**

**June 13, 2024**

**Item F.5.**     **University of Louisiana at Lafayette's** request for approval of a contract with Mr. Theo Sliman, Head Men's Golf Coach, effective July 1, 2024.

**EXECUTIVE SUMMARY**

Under the proposed agreement effective through June 30, 2029, Coach's annual salary is \$80,000. In addition, the University may provide Coach with an annual automobile allowance of \$3,000 if a vehicle is not provided by a dealership, an annual cell phone allowance of \$960, and reasonable travel expenses.

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

- Academic Achievement Compensation. A payment of \$2,000 upon the happening of the following event which occurs earliest in any year of this contract, if at all, provided that University has been notified that the Men's Golf Team's cumulative Academic Performance Report (APR) average is above 930:
  - The Men's Golf Program earns an annual academic grade point average of 3.3 or above during the fall semester of any year of this contract, as reported to the Conference; or
  - The Men's Golf Program earns an annual academic grade point average of 3.3 or above during the spring semester of any year of this contract, as reported to the Conference; or
  - The graduation success rate of the Men's Golf Program as reported by the NCAA exceeds 80%.
- Performance Achievement Compensation. In addition to any payment set forth in Section 7(a)(i), Coach shall receive all of the following which may apply:
  - \$5,000 if the Men's Golf Team wins the Conference Tournament or appears in the NCAA Regional Tournament as an At-Large participant;
  - \$7,500 if the Men's Golf Team appears in the NCAA National Championship;

- \$7,500 if the Men's Golf Team appears in the NCAA National Championship "Elite Eight";
  - \$10,000 if the Men's Golf Team wins the NCAA Team Championship;
  - \$2,000 per appearing member if a member of the Men's Golf Team appears in the NCAA Regional Tournament;
  - \$2,000 per appearing member if a member of the Men's Golf Team appears in the NCAA National Championship;
  - \$2,000 if a member of the Men's Golf Team wins the Conference Championship; and
  - \$7,500 if a member of the Men's Golf Team wins the NCAA Individual National Championship.
- Final Ranking Achievement Compensation. In addition to any payment set forth in Sections 7(a)(i) and 7(a)(ii), Coach shall receive one of the following which may apply:
    - \$1,000 if the Men's Golf Team end of year ranking is in the Top 100; or
    - \$1,500 if the Men's Golf Team end of year ranking is in the Top 75; or
    - \$2,000 if the Men's Golf Team end of year ranking is in the Top 50.
  - Coaching Recognition Achievement Compensation. In addition to any payment set forth in Sections 7(a)(i), 7(a)(ii), and 7(a)(iii), Coach shall receive all of the following which may apply:
    - \$5,000 if Coach is named Coach of the Year by the Sun Belt Conference;
    - \$10,000 if Coach is named the National Coach of the Year by the Golf Coach Association of America;
    - \$2,500 if Coach is named LSWA Coach of the Year;
    - \$500 if a member of the Men's Golf Team is named Sun Belt Frosh of the Year;

- \$500 if a member of the Men's Golf Team is named Sun Belt Newcomer of the Year; and
- \$500 if a member of the Men's Golf Team is named Sun Belt Player of the Year.

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

If Coach terminates the Contract within 12 months following the effective date, Coach shall pay to Foundation a liquidated damages payment of \$10,000.

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

### **RECOMMENDATION**

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Lafayette's request for approval of a contract with Mr. Theo Sliman, Head Men's Golf Coach, effective July 1, 2024.*



May 23, 2024

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

Dear President Gallot:

This is to request approval of the attached contract between the University of Louisiana at Lafayette and Mr. Theodore Sliman, Head Golf Coach. Additionally, the UL Lafayette Foundation document which accompanies the agreement is being submitted for approval.

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

Sincerely,

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

E. Joseph Savoie  
President

svc  
Attachment

**CONTRACT FOR EMPLOYMENT  
HEAD MEN'S GOLF COACH**

**STATE OF LOUISIANA**

**PARISH OF LAFAYETTE**

**THIS CONTRACT FOR EMPLOYMENT** (“Contract”) is made and effective the 1st day of July, 2024 (“Effective Date”), by and between the BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM (“Board”), a public constitutional corporation organized and existing under the laws of the State of Louisiana, acting herein on behalf of the UNIVERSITY OF LOUISIANA AT LAFAYETTE (“University”), represented herein by Dr. E. Joseph Savoie, the duly authorized University President (“President”); and THEODORE SLIMAN (“Coach”). The Board and Coach may be collectively referred to herein as the “parties” and each may be referred to individually as a “party.” This Contract is subject to the approval of the Board; therefore, the terms and conditions set forth in this Contract shall be considered a valid contract only upon execution by the parties and written approval by the Board.

**WITNESSETH**

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

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

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

1. **Employment.** University hereby employs Coach as Head Coach of its Men’s Golf Program, and Coach hereby agrees to and accepts such employment. Coach shall be responsible to, and shall report directly to, University’s Vice President for Intercollegiate Athletics (“VPIA”). Coach shall also be under the general supervision of President.
2. **Term.**
  - a. **Initial Term.** This Contract’s term shall be deemed to have commenced on the Effective Date, and shall continue in effect for an initial term of five (5) years, terminating on June 30, 2029 (“Term”).
  - b. **Automatic Extension.** The term of this Contract shall be automatically extended for one (1) additional year, expiring on June 30, 2030, if at any time during the Term of this Contract the Men’s Golf Program (i) wins the Men’s Golf Team Championship of the Sun Belt Conference or any other conference of which University may become a member during the Term of the Contract (the “Conference”), or (ii) appears in the National Collegiate Athletic Association (the “NCAA”) Men’s Golf Team

Championship. Any such automatic extension shall occur only once and then upon the happening of the earliest of the aforesaid events.

- c. **Extension by Agreement.** In addition, the parties may mutually agree in writing to extend this Contract for one (1) additional year for each year VPIA or VPIA's designee determines Coach has met all annual performance targets after an annual evaluation as set forth in Section 12 herein.
  - d. **Renewal.** This Contract is renewable solely at the option of University and subject to approval by Board and Coach; however, if, after expiration of the Initial Term and any extensions thereof, University continues to accept Coach's services as Head Men's Golf Coach without execution of a new contract or an amendment to extend the term of this Contract, Coach's employment as Head Men's Golf Coach shall be on a month-to-month employment-at-will basis.
3. **Duties and Responsibilities.** Coach shall manage and supervise the Men's Golf Program and shall perform such other duties in the University athletic program as VPIA and/or President may reasonably assign so long as such duties are generally consistent with those duties typically performed by Division I head men's golf coaches. Specifically, Coach shall:
- a. Faithfully and conscientiously perform the duties of Head Men's Golf Coach which are expressly assigned and/or inherent in such position.
  - b. Lead, direct, manage, promote, and supervise the Men's Golf Program and its personnel in an effective manner to achieve the goals and objectives for the Men's Golf Program as established by VPIA in consultation with Coach.
  - c. Appear at media events and other public appearances at such times as University may reasonably designate, provided such appearances shall not unreasonably conflict with Coach's primary duties as Head Men's Golf Coach.
  - d. 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.

- e. Staff the Men's Golf Program with individuals who strengthen and promote University's educational and ethical mission and standards.
- f. Utilize best efforts to ensure Men's Golf student-athletes conduct themselves in a manner reflecting a positive image for University at all times during their tenure as participants in University's athletic programs.
- g. Adhere to and promote University's standards for the academic performance of its student-athletes in his recruitment, supervision, and coaching of the student-athlete members of the Men's Golf Program.
- h. Lead public relations programs for the Men's Golf Program and develop campus and community support for the Men's Golf Program.
- i. Maintain effective relations with governing boards, associations, conferences, and University's alumni, students, faculty, and staff.
- j. Participate in fundraising efforts with private donors, corporate sponsors, and others for the benefit of the Men's Golf Program as reasonably requested by University and the University of Louisiana at Lafayette Foundation ("Foundation").
- k. Create an environment in which admissions, financial aid, academic eligibility, and recruiting will be conducted properly.
- l. Comply with all federal and state laws, as well as all policies, rules, regulations, and interpretations of University, Board, the NCAA, and the Conference, as now constituted or as may be amended during the Term hereof, including:
  - i. Understanding and observing NCAA Regulation 11.1.1.1, providing "[a]n institution's head coach is presumed to be responsible for the actions of all institutional staff members who report, directly or indirectly, to the head coach. An institution's head coach shall promote an atmosphere of compliance within his or her program and shall monitor the activities of all institutional staff members involved with the program who report, directly or indirectly, to the coach";
  - ii. Implementing education and monitoring programs to ensure all persons under Coach's supervision (including without limitation, assistant Men's Golf coaches, student-athlete members of the Men's Golf Team, graduate assistants, and Men's Golf operations staff members) comply with the aforesaid laws, policies, rules, regulations, and interpretations; and
  - iii. Immediately informing University's Compliance Officer of any suspected violation and assisting with the investigation and reporting thereof.
- m. Ensure the Men's Golf Program complies with all applicable state and federal laws and University and Board policies concerning intercollegiate athletics, including, without limitation, Title IX of the Educational Amendments of 1972, 20 U.S.C. § 1681

*et seq.*, the Americans with Disabilities Act, 42 U.S.C. § 12101, *et seq.*, and all state and federal non-discrimination laws.

- n. Promote University's commitment to equal opportunity and affirmative action in personnel actions.
- o. Adhere to and carry out other directives and responsibilities as may be given by VPIA and/or President from time to time.

4. **Base Salary.**

- a. In consideration for the services of Coach and satisfactory performance of the conditions of this Contract, University agrees to pay Coach an annual Base Salary of Eighty Thousand Dollars and NO/100 (\$80,000.00), payable in equal monthly installments of Six Thousand Six Hundred Sixty-Six Dollars and 66/100 (\$6,666.66) 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.
- b. In the event that this Contract is extended through June 30, 2030, pursuant to Section 2(b), above, Coach's Base Salary for the period of July 1, 2029 to June 30, 2030, shall not be less than Coach's Base Salary for the Term.

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

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

- a. **Automobile Allowance.** Either (i) use of an automobile provided by an automobile dealership or (ii) an annual automobile allowance in the amount of Six Thousand Dollars and NO/100 (\$6,000.00), paid in equal monthly installments of Five Hundred Dollars and NO/100 (\$500.00).
- b. **Travel Expenses.** Reimbursement for all reasonable travel expenses incurred by Coach, and his spouse when appropriate, in performing his duties under this Contract, provided that any reimbursement for expenses incurred by Coach's spouse shall be provided to Coach's spouse through funds provided by the Foundation from its Unrestricted Athletic Funds to be used at University's discretion in compliance with Foundation's exempt purpose. Such reimbursement may only be authorized for the Coach's spouse for purposes of University engagement and activities with athletic supporters and alumni. Any such reimbursement pursuant to this Section 6(b) shall be subject to any and all University policies, any applicable Board policies, and any applicable Foundation policies. In accordance with IRS regulations, the value of the travel may constitute taxable income to the employee.



- c. **Cellular Telephone Allowance.** A cellular telephone allowance of Eighty Dollars and NO/100 (\$80.00) per month.

**7. Achievement Compensation.**

- a. **Head Coach Achievement Compensation.** During Coach's employment as Head Men's Golf Coach, University shall pay to Coach, through funds provided by the Foundation from its Unrestricted Athletic Foundation Accounts to be used at University's discretion in compliance with Foundation's exempt purpose, the following Achievement Compensation in recognition of his efforts in contributing to the occurrence of the following achievements:

- i. **Academic Achievement Compensation.** A payment of Two Thousand Dollars and NO/100 (\$2,000.00) upon the happening of the following event which occurs earliest in any year of this Contract, if at all, provided that University has been notified that the Men's Golf Team's cumulative Academic Performance Report (APR) average is above 930:

1. The Men's Golf Program earns an annual academic grade point average of 3.3 or above during the fall semester of any year of this Contract, as reported to the Conference; or
2. The Men's Golf Program earns an annual academic grade point average of 3.3 or above during the spring semester of any year of this Contract, as reported to the Conference; or
3. The graduation success rate of the Men's Golf Program as reported by the NCAA exceeds eighty percent (80%).

- ii. **Performance Achievement Compensation.** In addition to any payment set forth in Section 7(a)(i), Coach shall receive all of the following which may apply:

1. Five Thousand Dollars and NO/100 (\$5,000.00) if the Men's Golf Team wins the Conference Tournament or appears in the NCAA Regional Tournament as an At-Large participant;
2. Seven Thousand Five Hundred Dollars and NO/100 (\$7,500.00) if the Men's Golf Team appears in the NCAA National Championship;
3. Seven Thousand Five Hundred Dollars and NO/100 (\$7,500.00) if the Men's Golf Team appears in the NCAA National Championship "Elite Eight";
4. Ten Thousand Dollars and NO/100 (\$10,000.00) if the Men's Golf Team wins the NCAA Team Championship;

5. Two Thousand Dollars and NO/100 (\$2,000.00) per appearing member if a member of the Men's Golf Team appears in the NCAA Regional Tournament;
  6. Two Thousand Dollars and NO/100 (\$2,000.00) per appearing member if a member of the Men's Golf Team appears in the NCAA National Championship;
  7. Two Thousand Dollars and NO/100 (\$2,000.00) if a member of the Men's Golf Team wins the Conference Championship; and
  8. Seven Thousand Five Hundred Dollars and NO/100 (\$7,500.00) if a member of the Men's Golf Team wins the NCAA Individual National Championship.
- iii. **Final Ranking Achievement Compensation**. In addition to any payment set forth in Sections 7(a)(i) and 7(a)(ii), Coach shall receive one of the following which may apply:
1. One Thousand Dollars and NO/100 (\$1,000.00) if the Men's Golf Team end of year ranking is in the Top 100; or
  2. One Thousand Five Hundred Dollars and NO/100 (\$1,500.00) if the Men's Golf Team end of year ranking is in the Top 75; or
  3. Two Thousand Dollars and NO/100 (\$2,000.00) if the Men's Golf Team end of year ranking is in the Top 50.
- iv. **Coaching Recognition Achievement Compensation**. In addition to any payment set forth in Sections 7(a)(i), 7(a)(ii), and 7(a)(iii), Coach shall receive all of the following which may apply:
1. Five Thousand Dollars and NO/100 (\$5,000.00) if Coach is named Coach of the Year by the Sun Belt Conference;
  2. Ten Thousand Dollars and NO/100 (\$10,000.00) if Coach is named the National Coach of the Year by the Golf Coach Association of America;
  3. Two Thousand Five Hundred Dollars and NO/100 (\$2,500.00) if Coach is named LSWA Coach of the Year;
  4. Five Hundred Dollars and NO/100 (\$500.00) if a member of the Men's Golf Team is named Sun Belt Frosh of the Year;
  5. Five Hundred Dollars and NO/100 (\$500.00) if a member of the Men's Golf Team is named Sun Belt Newcomer of the Year; and
  6. Five Hundred Dollars and NO/100 (\$500.00) if a member of the Men's Golf Team is named Sun Belt Player of the Year.

- b. **Assistant Coach Achievement Compensation.** University acknowledges the Men's Golf Assistant Coach ("Men's Golf Assistant") will contribute valuably to the occurrence of the Men's Golf Program's achievements. In recognition of such contributions, University shall issue to the paid Men's Golf Assistant, through funds provided by the Foundation from its Unrestricted Athletic Funds to be used at University's discretion in compliance with Foundation's exempt purpose, an Achievement Compensation payment equal to twenty-five percent (25%) of all Achievement Compensation payments issued to Coach during the Men's Golf Assistant's employment as a Men's Golf Assistant. Any Assistant Coach Achievement Compensation shall be issued separately from and in addition to any Head Coach Achievement Compensation owed to Coach.
- c. All Achievement Compensation which may be paid pursuant to this Section 7 shall be deemed to have been earned on the date of the event or occurrence prompting the supplemental compensation payment; payable within thirty (30) days following the event or occurrence prompting the Achievement Compensation payment; and subject to standard federal and state withholdings.
- d. Notwithstanding the foregoing, no coach (including Coach and/or any Men's Golf Assistant) shall be entitled to any unpaid Achievement Compensation for any year during which said coach has been suspended by University, or during which University has terminated the coach's employment as a coach for cause.

**8. 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 any criminal law of any state or federal government. Failure to comply with this Section may result in suspension and/or termination of Coach's employment as Head Men's Golf 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, or in the event of a Level 1 or Level 2 violation, 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 all athletically-related income and/or benefits he receives from sources outside University, and Coach shall abide by all NCAA

regulations regarding outside compensation. All outside compensation must also comply with the Louisiana Code of Governmental Ethics. Any outside compensation activities shall be considered independent of Coach's University employment; University shall have no responsibility for any claims arising therefrom. Examples of outside income and/or benefits include, without limitation, income or benefits from (1) endorsement or consultation contracts with apparel companies, equipment manufacturers, or television or radio programs; (2) ownership, control, or management of a foundation, organization, or other entity; and (3) participation in athletic camps outside of those offered by University (see NCAA Bylaw 11.2.2.).

**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 having obtained consent from President through VPIA.

**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 as Head Men's Golf Coach for personal benefit or gain without prior written approval from President and compliance with Board and University policies. This prohibition includes, but is not limited to, soliciting, accepting, and/or receiving private employment, consultation, gifts, gratuities, speaking engagements, endorsements of commercial products, positions on advisory boards (including those of athletic sporting goods companies, etc.), or a fee based upon any contracts and purchase of goods and services for the Men's Golf Program. Any violation of this provision may be considered a conflict of interest and grounds for termination for cause.

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

**13. Termination by University.**

a. **Without Cause.**

i. University may terminate this Contract without cause in the sole and absolute discretion of President. Prior to the termination of this Contract, University will obtain approval from the President of the University of Louisiana System. In such event, Coach shall receive liquidated damages equivalent to fifty percent (50%) of the Base Salary remaining to be paid under the unexpired term of this Contract. Neither University nor the Foundation shall have any other obligations to Coach whatsoever for any other benefits or supplemental compensation other than payment of amounts already earned at the time of termination but not yet paid. University may, at its sole option, issue such liquidated damages in either a single lump sum within sixty (60) days of the date of termination, or in equal monthly installments through the remaining term of this Contract. All liquidated damages payable pursuant to this Section 13(a)(i) shall be issued from funds provided by the Foundation from its

Unrestricted Athletic Foundation Accounts to be used in University's discretion in compliance with Foundation's exempt purpose.

- ii. In the event of a termination described in Section 13(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 13(a)(i) shall be offset and reduced on a monthly basis by any gross income, Base Salary, wages, talent fees, consulting fees, honoraria, independent contractor fees, or other income of any kind whatsoever ("Gross Compensation") Coach may receive from any employer, including any business entity owned or controlled by Coach, or in which Coach has an interest as a result of employment as a head coach, assistant coach, or administrator, either at a college/university or with a professional sports organization (a "Subsequent Position"), regardless of whether Coach receives such Gross Compensation personally or through any business entity.
- iii. Within fourteen (14) days after accepting any Subsequent Position, Coach shall furnish to University notice of said employment, including the terms of his employment, start date, compensation, and substantiating documents such as contracts, appointment forms, etc. Coach shall notify University of any changes in his income within fourteen (14) days of such change, including receipt of any additional compensation in the form of bonuses, raises, etc. Coach shall provide University with a copy of his W-2, 1099, or other verifiable documentation of his income for the prior year no later than February 15th of each year. If necessary, adjustments to monthly payments for the upcoming year shall be made based on said documentation. If Coach breaches any and/or all of these obligations, University shall, within thirty (30) days of such breach, provide Coach with written demand to cure such breach within ten (10) days and provide documentary proof of exigent circumstances which clearly demonstrates a reasonable excuse for such breach. If Coach fails to do so, University's obligation pursuant to Section 13(a)(i) shall cease.
- iv. Payment of liquidated damages under this Section 13(a) shall constitute a full release of any claims Coach might otherwise assert against Board, University, the Foundation, or any of their officers, board members, representatives, agents or employees as of the date of termination. In consideration of such liquidated damages, Coach shall, and does hereby, release and discharge Board, University, and the Foundation, their officers, board members, representatives, agents, and employees, from and against any liability of any nature whatsoever related to or arising out of this Contract and Coach's employment at University as of the date of termination, including, but not limited to, any and all claims arising under or relating to any federal or state constitutions, laws, regulations, or other provision of law.

**b. For Just Cause.**

- i. University may terminate this Contract for just cause, including but not limited to:

1. Failure to comply with this Contract;
  2. Deliberate or persistent failure or refusal to perform duties and responsibilities to best of Coach's ability;
  3. Failure to comply with a lawful directive from VPIA or President, or other insubordination;
  4. Serious or intentional violation by Coach of any applicable law, rule, regulation, policy, or guideline, issued by any state or federal government agency, the Board, the Conference, the NCAA, and/or any other governing body, that, in sole judgment of VPIA or President, reflects adversely upon University or presents a conflict of interest between University and Coach;
  5. Condoning, failing to prevent, and/or failing to report any Men's Golf Program member's violation of any applicable law, rule, regulation, policy, or guideline, issued by any state or federal government agency, the Board, the Conference, the NCAA, or any other governing body, provided Coach knew or reasonably should have known of such violation;
  6. Failure to cooperate with University, Conference, and/or the NCAA in the investigation of alleged violations of Conference or NCAA regulations;
  7. Prolonged absence from University without University's consent;
  8. Poor evaluation by VPIA not corrected within a reasonable period of time, as determined by University, following notice to Coach; and
  9. Failure to administer the Men's Golf Program in conformity with sound fiscal management practices, including, but not limited to, failure to abide by applicable rules and/or regulations of University or Board.
- ii. In the event of a termination under this Section for just cause, Coach shall not be entitled to receive any compensation, benefits, or any other amount from University or the Foundation beyond the date of termination.
- iii. Coach and University acknowledge that it is not the desire or the intention of University that Coach's employment be terminable for minor, technical, or otherwise insignificant acts of misconduct by Coach, or for minor, technical, or otherwise insignificant University regulations or NCAA or Conference violations which do not entail the risk of Level I or Level II institutional penalties. Prior to termination for cause, University shall provide Coach with a reasonable opportunity to remedy and/or correct any grounds for termination for cause, unless, in University's reasonable discretion, the grounds for such a termination warrant immediate termination.

- c. **Sole Remedy.** Coach agrees 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.

**14. Termination by Coach.**

- a. 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 at any time prior to the expiration of its Term:
  - i. All obligations of University and Foundation for any compensation and/or other benefits to Coach shall cease as of the date of termination, notwithstanding any compensation or incentive compensation actually earned and accrued but unpaid, as well as all expenses incurred in the performance of his duties but not yet reimbursed or otherwise received by the date of the termination, less all applicable taxes and other withholdings.
  - ii. For a period of one (1) year after the date of termination, Coach shall not contact or otherwise seek to recruit any high school junior or senior, or rising junior college athlete, whom University has contacted and/or recruited, unless any new institution employing Coach had contacted or recruited such athlete prior to Coach's acceptance of employment with such institution. The obligations created herein shall survive the termination of this Contract and shall continue in full force and effect.
- b. In addition to the provisions of Section 14(a), above, if Coach terminates this Contract within twelve (12) months following the Effective Date of this Contract, Coach shall pay to Foundation within sixty (60) days of the date of notice of termination a liquidated damages payment of Ten Thousand Dollars and NO/100 (\$10,000.00).

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

**16. Force Majeure; Pay Reduction, Layoff, or Furlough.**

- a. "Force Majeure Event" shall mean any event beyond the control of a party, including, but not limited to: labor disputes, strike, riot, vandalism, sabotage, terrorist act, war (whether declared or undeclared), inclement weather, flood (whether naturally

occurring or manmade), tidal surge or tsunami, landslide, earthquake, fire (whether naturally occurring or manmade), explosion, power shortage or outage, fuel shortage, embargo, congestion or service failure, epidemic, pandemic, or government regulation, proclamation, order, or action, including that of the Conference or the NCAA.

- b. If a Force Majeure Event occurs and, as a result, three (3) or more tournaments of a single golf season are cancelled, University reserves the right to layoff, furlough or to temporarily reduce Coach's Base Salary (subject to University of Louisiana System policy FS-III.XVI.E-1). University also reserves the right to implement a layoff, furlough, or reduction in Base Salary when deemed necessary by the VPIA to respond to significant University financial considerations or budget constraints and as provided for by University policy, action of the President, or University of Louisiana System policy. In any such event, University will work with Coach to facilitate access by Coach to any University, state, or federal benefits programs for the provision of health benefits and unemployment compensation. University's obligations under Sections 4, 6, and 7 shall be suspended during a layoff or furlough period implemented under this Section 16. Coach shall not be entitled to benefits under Section 5 during a layoff or furlough period implemented under this Section 16; except that such benefits entitlement shall continue if and only to the extent required by state or federal law or University of Louisiana System policy.

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

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



- b. University may terminate this Contract for cause pursuant Section 13(b) of this Contract for any determined violation by Coach for failure to report a Known Violation.

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

- a. With prior approval of VPIA, President, and University's Vice President for Administration and Finance, which approval shall not be unreasonably withheld, Coach may organize and direct University-Sponsored Golf camps and clinics on University Golf facilities. Coach shall operate all such camps and clinics under the supervision and authority of University. Coach must receive written approval from the Vice President for Administration and Finance before Coach may manage and/or distribute revenue generated from such camps and clinics. Any such management and distribution shall comply with all applicable NCAA, University, and Board regulations, policies, and procedures, and shall remain subject to the supervision of the Vice President for Administration and Finance.
- b. Coach shall have the opportunity to organize and direct camps and clinics as a private enterprise, with Coach acting as a private individual or as the owner of a separate business legal entity (collectively referred to herein as "Coach-Operated Camps"). All Coach-Operated Camps shall strictly comply with the University's Youth Protection Policy (Policy # AF.0010.1, and all subsequent revisions), where applicable.
  - i. All decisions concerning the operation and administration of Coach-Operated Camps shall be solely at the discretion of the Coach and all such decisions shall satisfy NCAA and conference rules and regulations. All costs of the Coach-Operated Camp will be borne solely by Coach and any profits will accrue solely to Coach.
  - ii. Such Coach-Operated Camps shall be scheduled so as not to interfere, conflict, or be inconsistent with the performance by Coach of Coach's duties under this Contract. Coach shall report personal leave when preparing for and conducting a Coach-Operated Camp and shall require all University personnel under Coach's supervision also to report personal leave when preparing for and conducting a Coach-Operated Camp. All staff working for such Coach-Operated Camps shall be considered employees or volunteers of the Coach-Operated Camp and not of the University.
  - iii. University facilities, equipment, and other property resources may be used for such Coach-Operated Camps only in accordance with the terms and conditions of a separate temporary right of use agreement. A temporary right of use

agreement must be in writing and executed by the Coach-Operated Camp and University prior to commencement of such use.

- iv. Coach shall maintain a complete set of business records, including but not limited to financial statements, payroll records, list of staff personnel including University employees (on leave) working at the Coach-Operated Camp, list of attendees with contact information, and such other records as reasonably and customarily maintained by such programs in the ordinary course of business. Consistent with NCAA rules and official interpretations, Coach agrees to submit for University audit, within ten (10) business days of a request from University, all relevant financial and payroll records from any Coach-Operated Camp in which prospective student-athletes participate.
- v. Coach is prohibited from using University's name, logos, marks, and other intellectual property in association with Coach-Operated Camps except that Coach shall be permitted to describe and advertise the location of the Coach-Operated Camps as being on University's campus and/or at University's facilities (e.g., Coach's Sport "Summer Camp at University of Louisiana at Lafayette").
- vi. Coach shall include the following language in all Coach-Operated Camp promotional and registration materials: "This camp/clinic is not owned or operated by University of Louisiana at Lafayette. The University is not responsible and/or liable for any camp/clinic activities. The camp/clinic is responsible for any and all activities."
- vii. Prior to the start of any Coach-Operated Camp, Coach and University shall enter into an agreement indemnifying and holding harmless the University from any activity associated with the Coach-Operated Camp.
- viii. Prior to the start of any Coach-Operated Camp, Coach shall obtain a properly executed release, indemnification, and hold harmless agreement in favor of University from each participant. University shall prescribe the form of the agreement to Coach.

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

**20. Miscellaneous.**

- a. Coach shall be entitled to utilize the applicable University grievance procedure in place at the time in the event of a University decision which Coach reasonably believes has adversely affected the terms and/or conditions of Coach's employment, including a termination by University pursuant to Section 13(b) of this Contract. The procedure currently in place for this situation is the University's Grievance Procedure for Non-Faculty Unclassified Personnel (Policy Document VI).

- b. This Contract supersedes all other agreements between the parties, contains all the terms between the parties, and may be amended only in writing, signed and agreed to by both parties, and approved by Board.
- c. This Contract and all claims or disputes arising out of or relating to this Contract shall be exclusively governed by and interpreted in accordance with the laws of the State of Louisiana, without regard to conflicts of law principles.
- d. In the event that any dispute arises between the parties concerning any breach of this Contract, the party alleging a breach by the other must provide written notice to the other describing in detail the alleged breach and allow a sixty-day (60-day) period to cure such breach prior to initiating legal action.
- e. Any and all claims or disputes arising out of or relating to this Contract shall be brought in a court of competent jurisdiction located in the Parish of Lafayette, State of Louisiana. The prevailing party in any judicial determination shall be entitled to recover attorney's fees in addition to any other relief awarded by the Court.
- f. If any provision of this Contract shall be adjudicated void, invalid, unenforceable, or illegal for any reason, it shall be ineffective only to the extent of such determination and the validity and enforceability of all the remaining provisions shall not be affected thereby.
- g. Coach agrees as a condition of 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 and no later than five (5) days after such conviction. (Note this is a requirement of federal law for all institutions receiving federal funds.)
- h. University may cancel this Contract at any time upon thirty (30) days' notice without further obligation due to lack of funding, or a determination by its governing board to eliminate the athletics program for lack of funds, or a decision to discontinue the athletics program made in accordance with University policy and procedures.
- i. Coach shall be responsible for any and all income tax liabilities, interest, and/or penalties related to any benefits he receives pursuant to this Contract.
- j. The parties agree and understand the terms of this Contract are subject to its recommendation by President and contingent upon approval of Board.
- k. No delay or failure to enforce any provision of this Contract by University shall constitute a waiver or limitation of rights enforceable under this Contract.
- l. Coach acknowledges 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.

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

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

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

***University Designee:***

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

***With copy to:***

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

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

***Coach:***

Theodore Sliman  
130 Clark Court  
Lafayette, LA 70503

*[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**

**Theodore Sliman, Coach**

DocuSigned by:  
*Joe Savoie*  
1405E1487C93461...

DocuSigned by:  
*Theodore Sliman*  
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Dr. E. Joseph Savoie  
President, University of Louisiana  
at Lafayette

5/23/2024

Date

5/23/2024

Date

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

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

**ANCILLARY AGREEMENT TO  
CONTRACT FOR EMPLOYMENT  
HEAD MEN’S GOLF 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 Theodore Sliman (“Coach”).

The Foundation desires to assist and aid University in the employment of Coach for the position of Head Men’s Golf Coach. To that end, the Foundation accepts and agrees to bind itself for the limited obligations of the Foundation set forth in Sections 6(b) concerning spousal travel reimbursement, 7, 13, 14, and 15 of the Contract of Employment for Head Men’s Golf Coach (“Contract”). Any and all sums the Foundation owes pursuant to such agreement shall be paid from Unrestricted Athletic Foundation Accounts. Foundation joins in this Ancillary Agreement for the limited obligations of the Foundation set forth in Sections 6(b) concerning spousal travel reimbursement, 7, 13, 14, and 15. No other terms of the Contract shall obligate or bind the Foundation.

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

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

Entered into this 1st day of July, 2024.

DocuSigned by:  
Joe Savoie 5/23/2024  
1405E1487C93461...

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

DocuSigned by:  
Theodore Sliman 5/23/2024  
8F4710F5BD13469...

Theodore Sliman Date

DocuSigned by:  
Bryan Hanks 5/23/2024  
37D54100A727492...

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

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

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

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

**ATHLETIC COMMITTEE**

**June 13, 2024**

**Item F.6.**      **University of Louisiana at Monroe's** request for approval of a contract with Mr. Matt Kearns, Head Women's Volleyball Coach, effective May 23, 2024.

**EXECUTIVE SUMMARY**

This agreement expires May 22, 2027. During this term, Coach will receive a monthly cell phone allowance of \$45 to be paid by ULM, and a base annual salary from the University as follows:

<u>AMOUNT</u>	<u>TERM</u>
\$62,500	May 23, 2024 thru May 22, 2025
\$62,500	May 23, 2025 thru May 22, 2026
\$65,000	May 23, 2026 thru May 22, 2027

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

- \$5,000 if Team wins the regular season Sun Belt Conference (SBC) Championship
- \$5,000 if Team wins SBC Tournament Championship
- \$5,000 if Team receives at-large NCAA Tournament Bid
- \$10,000 if Team wins NCAA Championship
- \$2,500 if COACH is named SBC Coach of the Year
- \$1,000 if Team's annual APR is 950 or above

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

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

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



## **RECOMMENDATION**

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Monroe's request for approval of a contract of employment for Mr. Matt Kearns, Head Women's Volleyball Coach, effective May 23, 2024.*



**Office of the President**

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

May 23, 2024

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

Dear President Gallot:

Pursuant to Board of Supervisors' policy, I am requesting the consideration and approval of the Contract of Employment for Matt Kerns, Head Women's Volleyball Coach, at the University of Louisiana Monroe.

Thank you for your consideration.

Sincerely,

A handwritten signature in red ink that reads 'R. Berry'.

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

**#TAKEFLIGHT**

**CONTRACT OF EMPLOYMENT  
HEAD WOMEN’S VOLLEYBALL COACH – MATT KEARNS**

**STATE OF LOUISIANA**

**PARISH OF OUACHITA**

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

**1.0 Employment**

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

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

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

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

## **2.0 Term**

2.1 The term of this agreement is for a fixed period commencing on May 23, 2024, and terminating without further notice to COACH on May 22, 2027, unless sooner terminated or extended under the terms of this agreement.

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

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

## **3.0 Compensation**

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

	AMOUNT	TERM
(a)	\$62,500	Year 1 (May 23, 2024 – May 22, 2025)
(b)	\$62,500	Year 2 (May 23, 2025 – May 22, 2026)
(c)	\$65,000	Year 3 (May 23, 2026 – May 22, 2027)

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

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

**4.0 Employee Benefits**

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

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

4.3 COACH shall receive twelve (12) complimentary tickets to all Women’s Volleyball home games, and four (4) to all other ULM home athletic contest.

## **5.0 Performance Incentives**

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

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

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

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

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

#### 6.0 **Camps and Clinics**

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

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

- (a) Special set-ups or changes in original set-up of facilities will be taken care of by the COACH with no cost to the UNIVERSITY.
- (b) The COACH agrees to pay the UNIVERSITY all out-of-pocket costs incurred by the UNIVERSITY in making the facilities available for the camps.
- (c) The COACH agrees to secure a policy of insurance in a company approved by the UNIVERSITY's Risk Management Office under which the Board of Supervisors of the University of Louisiana System, the UNIVERSITY, its agents and servants, are named as the insured (or as an additional insured) which provides:
  - A. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage if COACH hires any employees to work at such camps or clinics.
  - B. Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.

- C. The policy does not exclude coverage for sexual molestation (for camps involving minor participants).
- (d) Annual leave must be requested to cover the dates of the camp operation for all UNIVERSITY personnel involved.
- (e) Complete records will be maintained regarding income and expenditures associated with said camp and available for verification by UNIVERSITY auditors.
- (f) The COACH agrees to protect, indemnify and save harmless the UNIVERSITY from and against any and all expenses, damages, claims, suits, actions, judgments and costs whatsoever, including reasonable attorney's fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death during the operation of said camp activities. -
- (g) The COACH is an independent contractor during said camp activities and, as such, is licensed to use certain facilities of the UNIVERSITY. The COACH, as a UNIVERSITY employee, will undertake to observe and require campers and its staff to conform to the general rules applicable to the use of UNIVERSITY facilities. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.
- (h) The Director of Intercollegiate Athletics will be the administrative officer of the UNIVERSITY who will be advised by the COACH of any problems or questions which may arise out of the operation of summer camps.

## **7.0 Apparel, Equipment Endorsements**

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



## **8.0 Outside Income and /or Benefits**

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

## **9.0 Compliance with Law, Policy and Regulations**

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

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

for the UNIVERSITY.

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

#### **10.0 Women's Volleyball Staff**

10.1 COACH shall have the authority to select unclassified Women's Volleyball personnel upon authorization by the Athletic Director and approval by the Board.

#### **11.0 Termination**

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

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

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

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

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

11.4 COACH shall make reasonable efforts to obtain full-time, gainful employment in the coaching profession. Should COACH secure employment, the liquidated damages described in this agreement shall be reduced by the amount of income received by COACH from said

employment. New employment shall not be less than rate paid to previous person in that same position. Failure of COACH to make reasonable efforts to secure full-time employment in the coaching profession as described above shall be cause for the release of the UNIVERSITY from any obligation to make further payments.

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

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

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

11.8 Upon termination of this agreement by either party for any reason, reassignment of COACH to some other position at the University, or suspension or leave without pay, any entitlement to a courtesy automobile or stipend, cell phone or stipend, housing or housing

allowance, club membership, home game tickets, *etc.*, shall cease immediately upon the occurrence of any such event.

#### **12.0 Severability**

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

#### **13.0 Force Majeure**

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

#### **14.0 Entire Agreement**

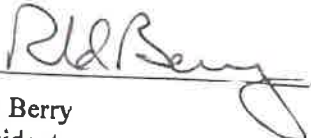
This single Contract of Employment shall become the agreement between the parties supplanting all previous contracts, letters of appointment, and/or memoranda of understanding.


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SBC

UNIVERSITY OF LOUISIANA MONROE

HEAD WOMEN'S VOLLEY COACH

  
\_\_\_\_\_  
Ron Berry  
President

  
\_\_\_\_\_  
Matt Kearns  
Head Women's Volleyball Coach

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

  
\_\_\_\_\_  
~~Adam Cossey~~ Hannah Livingston  
VP- President

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

\_\_\_\_\_  
Rick Gallot  
President & CEO  
University of Louisiana System