

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

ATHLETIC COMMITTEE

April 24, 2025

Item E.11. **University of Louisiana at Monroe's** request for approval of a contract with Ms. Molly Fichtner, Head Women's Softball Coach, effective April 1, 2025.

EXECUTIVE SUMMARY

This agreement expires June 30, 2026. During this term, Coach will receive a monthly cell phone allowance of \$45, and a base annual salary from the University as follows: \$100,000 for Year 1 (April 1, 2025 through June 30, 2025 – 3 months pro-rated); \$105,000 for Year 2 (July 1, 2025 through June 30, 2026). Coach will be eligible to receive from the University a \$2,000 annual salary adjustment for finishing with a “winning record” in regular season conference competition.

The ULM Athletic Foundation (ULMAF) through its athletic funds may pay Coach annually, during the period of this agreement for Coach's role as a fundraiser for ULM Athletics and ULM Women's Softball program as follows: \$20,000 – April 1, 2025 through June 30, 2025; and \$20,000 – July 1, 2025 through June 30, 2026. The ULMAF may also arrange for Coach to receive a courtesy/leased vehicle through a local dealership, or pay Coach a monthly vehicle allowance of \$500.

The agreement further stipulates that the ULMAF may pay athletics competition incentives based on certain specified achievements, as follows:

- \$5,000 if the team wins (or ties) either the Sun Belt Conference regular season championship or the Sun Belt Conference Softball Tournament
- \$5,000 if the team qualifies for the NCAA Division I Women's Softball Tournament
- \$5,000 if the team qualifies for the NCAA Division I Women's Softball Super Regionals
- \$10,000 if the team qualifies for the NCAA Division I Women's College World Series
- \$15,000 if the team wins the NCAA Division I Women's College World Series
- \$5,000 for being named Conference Coach of the Year
- \$1,000 if the team's annual APR is greater than 950
- \$1,000 if team wins at least 35 games in a season

- \$1,500 if the team's cumulative GPA is 3.0+ for the academic year (fall and spring combined)
- \$1,000 if team finishes season with a .500 or better record in the Sun Belt regular season

These incentives will only be awarded if the team is not subject to APR penalties that result in loss of scholarships at the time the incentives are reached.

If the University terminates the agreement without cause, then Coach is entitled to receive from the University a sum equivalent to 50% of the remaining base salary for the current fiscal year, and the ULMAF will pay a sum equivalent to 50% of the base salary owed for any succeeding fiscal year.

If Coach terminates the contract to become a head softball coach elsewhere, Coach would be liable to the University for liquidated damages in the amount of \$30,000, unless the termination occurs during the last six months of the contract, then no liquidated damages are owed to the University.

The University and the ULMAF have combined this agreement into one joint contractual agreement.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Monroe's request for approval of a contract with Ms. Molly Fichtner, Head Women's Softball Coach, April 1, 2025.



Office of the President

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April 1, 2025


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

Dear President Gallot:

Pursuant to the Board of Supervisors' policy, I am requesting the consideration and approval of a contract of employment with Molly Fichtner, Head Women's Softball Coach, at the University of Louisiana Monroe.

Thank you for your consideration.

Sincerely,



Nick Bruno, Ph.D.
Acting President

#TAKEFLIGHT

CONTRACT OF EMPLOYMENT
MOLLY FICHTNER, HEAD SOFTBALL COACH

STATE OF LOUISIANA
PARISH OF OUACHITA

This agreement is made and entered into effective as of the 31st day of March, 2025 between the University of Louisiana at Monroe (hereinafter referred to as "UNIVERSITY") and through its President, and Molly Fichtner (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. ULM Athletic Foundation (hereinafter referred to as "FOUNDATION") joins this agreement consenting to the obligations incurred by FOUNDATION.

1.0 Employment

1.1 The University does hereby employ COACH as Head Softball Coach and COACH does hereby accept employment and agrees to perform all of the services pertaining to the softball 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 April 1, 2025, and terminating without further notice to COACH on June 30, 2026, 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 UNIVERSITY Base Salary

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

Year 1	\$100,000	April 1, 2025 thru June 30, 2025 (3 months pro-rated)
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Year 2	\$105,000	July 1, 2025 thru June 30, 2026
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3.1.2 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.

3.1.3 COACH will be eligible to receive a \$2,000 annual salary adjustment for finishing with a "winning record" in regular season conference competition. The term "winning record" means more games won than lost during regular season conference competition.

3.1.4 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.

3.2 FOUNDATION Compensation

3.2.1 The Foundation through its athletic funds will pay COACH as follows, on a pro-rated monthly basis, during the period of this agreement for COACH'S role as a fundraiser for ULM Athletics and ULM Women's Softball program.

\$20,000 – April 1, 2025 through June 30, 2025

\$20,000 – July 1, 2025 through June 30, 2026

3.2.2 COACH accepts her role with the FOUNDATION as an independent contractor and agrees that the services provided pursuant to that role are in her capacity as an independent contractor, not an agent or employee of the UNIVERSITY or the FOUNDATION. 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 information return to COACH and to the Internal Revenue Service and provide a copy to the UNIVERSITY.

3.2.3 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 duties and responsibilities to the University and the athletic department.

3.2.4 Indemnification and Hold Harmless of UNIVERSITY. By signing this Agreement, COACH and FOUNDATION 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, and any and all acts and/or omissions of COACH in the performance of the independent contractor / fundraiser services for the FOUNDATION.

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 may receive a courtesy/leased vehicle if an arrangement can be made by the FOUNDATION through a local dealership. The benefit shall not be considered earned income for the purpose of computation of retirement benefits, and COACH shall be responsible for all applicable taxes. The university has no obligation to furnish a vehicle to COACH. Should a courtesy/vehicle arrangement not be available with a local dealership, COACH will receive a monthly vehicle allowance of \$500 to be paid by the FOUNDATION.

4.4 COACH shall receive eight (8) complimentary tickets to ULM intercollegiate athletic home games.

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 the team wins (or ties) either the Sun Belt Conference regular season championship or the Sun Belt Conference Softball Tournament
- (b) \$5,000 if the team qualifies for the NCAA Division I Women's Softball Tournament
- (c) \$5,000 if the team qualifies for the NCAA Division I Women's Softball Super Regionals
- (d) \$10,000 if the team qualifies for the NCAA Division I Women's College World Series
- (e) \$15,000 if the team wins the NCAA Division I Women's College World Series
- (f) \$5,000 for being named Conference Coach of the Year
- (g) \$1,000 if the team's annual APR is greater than 950
- (h) \$1,000 if team wins at least 35 games in a season
- (i) \$1,500 if the team's cumulative GPA is 3.0+ for the academic year (fall and spring combined)
- (j) \$1,000 if team finishes season with a .500 or better record in the Sun Belt regular season

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 is not subject to APR penalties which result in loss of scholarships at the time the incentives are reached.

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

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 – Subject to Compliance with Board Rules

8.1 COACH may receive income, revenue, and benefits from outside sources while employed by the University upon approval from the University's President and in accord with University and Board policies.

8.2 All outside compensation must also comply with the Louisiana Code of Governmental Ethics.

8.3 Any outside compensation activities shall be considered independent of COACH's university employment and the University shall have no responsibility for any claims arising therefrom.

8.4 Notwithstanding the above or anything else herein to the contrary, if COACH receives athletically related income or benefits totaling more than \$600 per year from any source or combination of sources other than from the University, COACH must report all such income or benefits to the University's 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 (see NCAA Bylaw 11.2.2.).

9.0 Compliance with NCAA, Conference, University and Board Rules

9.1 COACH shall abide by the rules and regulations of the NCAA, Conference, and University and Board rules. COACH and the University acknowledge and agree that (1) COACH has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case (see NCAA Bylaw 19.2.3 for examples of full

cooperation), and (2) an individual who is found in violation of NCAA regulations shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA infractions process (see NCAA Bylaw 19), including suspension without pay or termination of employment.

9.2 COACH shall 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 she shall at all times conduct herself in a manner that befits a University official and shall always attempt to create good will and a good image for the University.

9.3 Title IX and Sexual Misconduct Policy Reporting and Compliance: 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, 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 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 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: Title IX of the Education Amendments of 1972; the University's Sexual Misconduct Policy; or the University of Louisiana System's Sexual Misconduct Policy.

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

10.0 Softball Program Staff

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

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 Softball 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, shall pay COACH a sum equivalent to fifty percent (50%) of the base salary owed for the current fiscal year, and the Foundation agrees to pay fifty percent (50%) of the base salary owed in a succeeding fiscal year covered under this contract. Payment from the University 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. Payment from the Foundation shall be paid within sixty (60) days from the effective date of termination.

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 softball coach elsewhere, COACH would be liable to the UNIVERSITY for liquidated damages in the amount of \$30,000, except if termination occurs during the last six (6) months of the contract term then no

liquidated damages are owed to the University. 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 softball 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 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.

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.


THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT OF EMPLOYMENT ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

UNIVERSITY OF LOUISIANA MONROE




Nick Bruhn, Ph.D.
Acting President

COACH



Molly Fichtner
Head Softball Coach

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



Adam Cossey
President
Tyler Flanigan ULM AP Ex. Comm.