BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM

ATHLETIC COMMITTEE

April 24, 2025

Item E.10. University of Louisiana at Lafayette's request for approval of a Contract for Employment with Mr. Quannas White, Head Men's Basketball Coach, effective April 1, 2025.

EXECUTIVE SUMMARY

Under the proposed agreement effective through March 31, 2030, Coach's salary for each year is \$500,000. Additionally, the University may provide Coach with use of an automobile provided by a dealership, up to 10% of the Coach's base salary for relocation expenses, and reimbursement for travel expenses while performing under the Contract.

Supplemental Compensation shall be paid from the University of Louisiana at Lafayette Foundation accounts as follows:

- Academic Achievement Compensation:
 - \$10,000 per semester if team earns a GPA of 2.7 and above *or* the team's graduation success rate exceeds the national average for Division I men's basketball team *or* the team's academic performance report (APR) is above 970.
- Performance Achievement Compensation:
 - \$30,000 if the team wins or co-wins the Conference Regular Season Championship;
 - o \$50,000 if the team wins the Conference Championship tournament;
 - \$25,000 for each game the team wins during the first round of the NCAA Men's Basketball Tournament;
 - \$35,000 for each game the team wins during the second round of the NCAA Men's Basketball Tournament;
 - \$50,000 if the team reaches the Elite Eight round of the NCAA Men's Basketball Tournament;
 - \$150,000 if the team reaches the Final Four round of the NCAA Men's Basketball Tournament;

- o \$250,000 if the team wins the NCAA National Championship;
- o \$10,000 if the team appears in the National Invitational Tournament;
- o \$50,000 if the team wins the National Invitational Tournament;
- o \$5,000 if the team wins a regular season game against a Power 4 Opponent; and
- o \$10,000 if the Men's Basketball team wins 21 regular season Division I games.
- Coaching Recognition Achievement Compensation:
 - \$10,000 if Coach is named Coach of the Year by the Conference;
 - \$5,000 if Coach is named Coach of the Year by the Louisiana Sports Writers' Association;
 - \$5,000 if Coach is named Louisiana Major College Coach of the Year by the Louisiana Association of Basketball Coaches; and
 - \$50,000 if Coach is named the National Coach of the Year by the National Association of Basketball Coaches, or Naismith College Coach of the Year by the Atlanta Tipoff Club, or the College Basketball Coach of the Year by the Associated Press. Coach may only receive compensation for one award.
- Attendance Achievement Compensation:
 - \$10,000 for each season that the Men's Basketball Program sells at least 2,000 season tickets; or
 - \$20,000 for each season that the Men's Basketball Program sells at least 4,000 season tickets; or
 - \$30,000 for each season that the Men's Basketball Program sells at least 6,000 season tickets.

If the University terminates this agreement 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 otherwise unexpired term of this Contract. Such liquidated damages payment shall be issued from funds provided by the Foundation.

If the Coach terminates the Contract prior to the expiration of its term, Coach shall be liable to the Foundation for liquidated damages as follows:

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- \$1,000,000 if such termination occurs on or before March 31, 2026;
- \$750,000 if such termination occurs after March 31, 2026, but on or before March 31, 2027;
- \$500,000 if such termination occurs after March 31, 2027, but on or before March 31, 2028; or
- \$250,000 if such termination occurs after March 31, 2028, but on or before March 31, 2029.
- Such liquidated damages shall be reduced by 25% if Dr. Bryan Maggard is no longer serving as the University's Vice President for Intercollegiate Athletics on the date of notice of termination.

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. Quannas White, Head Men's Basketball Coach, effective April 1, 2025.



University of Louisiana at Lafayette

OFFICE OF THE PRESIDENT

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

Université des Acadiens

April 1, 2025

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

Dear President Gallot:

This is to request approval of the attached contract between the University of Louisiana at Lafayette and Mr. Quannas White, Head Men's Basketball 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 April 2025 meeting of the Board of Supervisors.

Sincerely,

E. Joseph Savoie President

svc Attachment

CONTRACT FOR EMPLOYMENT HEAD MEN'S BASKETBALL COACH

STATE OF LOUISIANA

PARISH OF LAFAYETTE

THIS CONTRACT FOR EMPLOYMENT ("Contract") is made and effective the 1st day of April, 2025 ("Effective Date"), by and between the BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM ("Board"), a public constitutional corporation organized and existing under the laws of the State of Louisiana, acting herein on behalf of the UNIVERSITY OF LOUISIANA AT LAFAYETTE ("University"), represented herein by Dr. E. Joseph Savoie, the duly authorized University President ("President"); and QUANNAS WHITE ("Coach"). The Board and Coach may be collectively referred to herein as the "parties" and each may be referred to individually as a "party." This Contract is subject to the approval of the Board; therefore the terms and conditions set forth in this Contract shall be considered a valid contract only upon execution by the parties and written approval by the Board.

WITNESSETH

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

WHEREAS, Coach desires to provide his services as Head Coach of the Men's Basketball Program under the terms and conditions as set forth herein;

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

1. <u>Employment</u>. University hereby employs Coach as Head Coach of its Men's Basketball 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. <u>Term</u>.

- 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 March 31, 2030 ("Initial Term").
- b. Automatic Extension. The term of this Contract shall be automatically extended for one (1) additional year if at any time during the Initial Term of this Contract University's Men's Basketball Program (i) wins or co-wins the regular-season Men's Basketball championship of the Sun Belt Conference or any other conference of which University may become a member during the Initial Term of the Contract (the "Conference"), or (ii) wins the Conference Men's Basketball Championship Tournament.

- c. **Extension by Agreement.** In addition to Section 2(b), above, 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 14 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 written term extensions thereof, University continues to accept Coach's services as Head Men's Basketball Coach without execution of a new contract or an amendment to extend the term of this Contract, Coach's employment as Head Men's Basketball Coach shall be on a month-to-month employment-at-will basis.
- 3. <u>Duties and Responsibilities</u>. Coach shall manage and supervise the Men's Basketball 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 Basketball coaches. Specifically, Coach shall:
 - a. Faithfully and conscientiously perform the duties of Head Men's Basketball Coach which are expressly assigned and/or inherent in such position.
 - b. Lead, direct, manage, promote, and supervise the Men's Basketball Program and its personnel in an effective manner to achieve the goals and objectives for the Men's Basketball 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 Basketball 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 Basketball Program with individuals who strengthen and promote University's educational and ethical mission and standards.

- f. Utilize best efforts to ensure Men's Basketball 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 Basketball Program.
- h. Lead public relations programs for the Men's Basketball Program and develop campus and community support for the Men's Basketball 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 Basketball 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.
- 1. Comply with all state and federal 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 Basketball coaches, student-athlete members of the Men's Basketball team, graduate assistants, and Men's Basketball 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 Basketball 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 employment-related directives and responsibilities as may be reasonably 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 Five Hundred Thousand Dollars and NO/100 (\$500,000.00), payable in equal monthly installments of Forty-One Thousand Six Hundred and Sixty-Six Dollars and 66/100 (\$41,666.66) 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 March 31, 2031, pursuant to Section 2(b), above, Coach's base salary for the period of April 1, 2030 to March 31, 2031, shall not be less than Coach's base salary for the final year of the Initial Term.
- 5. <u>General Benefits</u>. Coach shall be entitled to standard fringe benefits that are provided to fulltime employees generally on the same basis as offered University-wide. Employment benefits shall be calculated in accordance with state and federal guidelines.
- 6. <u>Additional Benefits</u>. University shall also pay to Coach the following additional benefits which shall not be considered earnable compensation for the purpose of computation of retirement benefits:
 - a. <u>Automobile Allowance</u>. Use of an automobile by an automobile dealership.
 - b. <u>Game Tickets</u>: The Coach will receive twenty (20) tickets for each home men's basketball game.
 - c. <u>Relocation Expenses</u>: The University will cover up to ten percent (10%) of the Coach's base salary for reasonable personal property relocation costs. Reimbursement will be based on the lowest of three required quotes.
 - d. <u>**Travel Expenses:**</u> The Coach will be reimbursed for all reasonable travel expenses incurred while performing duties under this Contract. When appropriate, travel expenses for the Coach's spouse may also be reimbursed, with such expenses covered by the Foundation from Unrestricted Athletic Foundation accounts.
- 7. <u>Head Coach Achievement Compensation</u>. During Coach's employment as Head Men's Basketball Coach, the Foundation shall pay to Coach from the Foundation from its Unrestricted Athletic Foundation Accounts the following Achievement Compensation in recognition of his efforts in contributing to the occurrence of the following achievements:

- a. <u>Academic Achievement Compensation</u>. Coach shall receive a payment of Ten Thousand Dollars and NO/100 (\$10,000.00) upon the occurrence of either:
 - i. The Men's Basketball Program completes the fall or spring academic semester with a cumulative grade point average of 2.7 or above as reported to the Conference; or
 - ii. The Men's Basketball Program's graduation success rate exceeds the national average for Division I men's basketball teams; or
 - iii. The Men's Basketball Team's cumulative Academic Progress Rate (APR) is 970 or above.
- b. <u>Performance Achievement Compensation</u>. In addition to any payment set forth in Section 7(a), Coach shall receive all of the following which may apply per Men's Basketball season:
 - i. Thirty Thousand Dollars and NO/100 (\$30,000.00) if the Men's Basketball team wins or co-wins the Conference Regular Season Championship;
 - ii. Fifty Thousand Dollars and NO/100 (\$50,000.00) if the Men's Basketball team wins the Conference Championship tournament;
 - iii. Twenty-Five Thousand Dollars and NO/100 (\$25,000.00) for each game the Men's Basketball Team wins during the first round of the NCAA Men's Basketball Tournament;
 - iv. Thirty-Five Thousand Dollars and NO/100 (\$35,000.00) for each game the Men's Basketball Team wins during the second round of the NCAA Men's Basketball Tournament;
 - v. Fifty Thousand Dollars and NO/100 (\$50,000.00) if the Men's Basketball Team reaches the Elite Eight round of the NCAA Men's Basketball Tournament;
 - vi. One Hundred Fifty Thousand Dollars and NO/100 (\$150,000.00) if the Men's Basketball Team reaches the Final Four round of the NCAA Men's Basketball Tournament;
 - vii. Two Hundred Fifty Thousand Dollars and NO/100 (\$250,000.00) if the Men's Basketball team wins the NCAA National Championship;
 - viii. Ten Thousand Dollars and NO/100 (\$10,000.00) if the Men's Basketball team appears in the National Invitational Tournament;
 - ix. Fifty Thousand Dollars and NO/100 (\$50,000.00) if the Men's Basketball team wins the National Invitational Tournament; and

- x. Five Thousand Dollars and NO/100 (\$5,000.00) if the Men's Basketball team wins a regular season game against a Power 4 Opponent; and
- xi. Ten Thousand Dollars and NO/100 (\$10,000.00) if the Men's Basketball team wins 21 regular season Division 1 games.
- c. <u>Coaching Recognition Achievement Compensation</u>. In addition to any payment set forth in Sections 7(a) and 7(b), Coach shall receive all of the following which may apply:
 - i. Ten Thousand Dollars and NO/100 (\$10,000.00) if Coach is named Coach of the Year by the Conference;
 - ii. Five Thousand Dollars and NO/100 (\$5,000.00) if Coach is named Coach of the Year by the Louisiana Sports Writers' Association;
 - iii. Five Thousand Dollars and NO/100 (\$5,000.00) if Coach is named Louisiana Major College Coach of the Year by the Louisiana Association of Basketball Coaches; and
 - iv. Fifty Thousand Dollars and NO/100 (\$50,000.00) if Coach is named the National Coach of the Year by the National Association of Basketball Coaches, Naismith College Coach of the Year by the Atlanta Tipoff Club, or the College Basketball Coach of the Year by the Associated Press; however, only one (1) payment shall be due under this Section 7(c)(iv) even if Coach is named the recipient of more than one award set forth herein.
- d. <u>Attendance Achievement Compensation</u>. In addition to any payment set forth in Sections 7(a)-(c), Coach shall receive:
 - i. Ten Thousand Dollars and NO/100 (\$10,000.00) for each season that the Men's Basketball Program sells at least two thousand (2,000) season tickets; or
 - ii. Twenty Thousand Dollars and NO/100 (\$20,000.00) for each season that the Men's Basketball Program sells at least four thousand (4,000) season tickets; or
 - iii. Thirty Thousand Dollars and NO/100 (\$30,000.00) for each season that the Men's Basketball Program sells at least six thousand (6,000) season tickets.
- 8. <u>Men's Basketball Program Staff</u>. University will allow Coach to select and retain, subject to the approval of VPIA and President, four (4) full-time, paid Assistant Men's Basketball Coaches, one (1) full-time, paid Chief of Staff, one (1) full-time, paid Director of Athletic Performance, one (1) full-time, paid Director of Player Personnel, and one (1) full-time, paid Director of Video (collectively, "Men's Basketball Program Staff") as follows:
 - a. <u>Men's Basketball Program Staff Salary Pool.</u> University shall provide a Men's Basketball Program Staff salary pool of no less than Four Hundred Thousand Dollars

and NO/100 (\$400,000.00) each calendar year for Assistant Men's Basketball Coaches and One Hundred Sixty-Five Thousand Dollars and NO/100 (\$165,000.00) each calendar year for the Chief of Staff, Director of Athletic Performance, Director of Player Personnel, and Director of Video. The amounts paid to each individual Men's Basketball Program Staff member will be determined by the Coach, subject to the approval of the President. Notwithstanding the specific allocations above, the Coach shall have the discretion to allocate the total salary pool of Five Hundred Sixty-Five Thousand Dollars and NO/100 (\$565,000.00) among all listed positions as he deems appropriate, subject to the President's approval.

- b. <u>Assistant Coach Achievement Compensation</u>. University acknowledges the Men's Basketball Program Staff will contribute valuably to the occurrence of the Men's Basketball Program Staff's achievements. In recognition of such contributions, the Foundation shall issue to each paid Men's Basketball Program Staff member, as well as the Men's Basketball Athletic Trainer and Men's Basketball Program Administrator, an Achievement Compensation payment equal to twenty-five (25%) percent of all Academic and Performance Achievement Compensation payments issued to Coach pursuant to Sections 7(a)-(d), above, during the Men's Basketball Program Staff member's employment. The Foundation shall issue such Achievement Compensation payments to the Men's Basketball Program Staff 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. Any Assistant Coach Achievement Compensation is separate from, and shall be issued in addition to, any Head Coach Achievement Compensation owed to Coach.
- c. <u>Assistant Coach and Support Staff Relocation Costs</u>. University shall provide a reimbursement of up to ten percent (10%) of base salary for reasonable personal property relocation expenses, based on the lowest of three required quotes, to each Men's Basketball Program Staff member.
- d. All Achievement Compensation which may be paid pursuant to this Section 8 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.
- e. Notwithstanding the foregoing, no coach (including Coach and/or any Men's Basketball Program Staff member) 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.

9. Compliance with Law, Policy, and Regulations.

a. Coach agrees to provide his services consistent with the terms and conditions of this Contract, the laws of the United States of America, and any applicable state law including the Louisiana Code of Governmental Ethics; the policies, guidelines, and requirements of University and the Board; and the constitution, bylaws, rules, regulations, and interpretations of the NCAA and Conference. Coach shall not violate any civil law, including but not limited to Title IX of the Educational Amendments of 1972, 20 U.S.C. § 1681 *et seq.* and the Americans with Disabilities Act, 42 U.S.C. § 12101, *et seq.*, or criminal law of any state or federal government. Failure to comply with this Section may result in suspension and/or termination of Coach's employment as Head Men's Basketball Coach, or termination of this Contract.

- b. Pursuant to NCAA Bylaw 11.2.1, Coach understands that he has an affirmative obligation to cooperate fully in the infractions process, including the investigation and adjudication of a case (see NCAA Bylaw 19.2.3 for examples of full cooperation). Coach hereby stipulates that if he is found to be in violation of NCAA regulations, he shall be subject to disciplinary or corrective action as set forth in the NCAA infractions process (see NCAA Bylaw 19), including suspension without pay, or in the event of a Level 1 or Level 2 violation, possible termination of employment.
- 10. <u>Camps and Clinics</u>. 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 Men's Basketball camps and clinics on University Men's Basketball 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.
- 11. <u>Outside Income</u>. 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.).

- 12. <u>Outside Employment</u>. Coach agrees that he shall not, personally or through any agent, actively seek, negotiate for, or accept other employment of any nature during the term of this Contract without first having obtained consent from President through VPIA.
- 13. 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 Basketball 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 Basketball Program. Any violation of this provision may be considered a conflict of interest and grounds for termination for cause.
- 14. <u>Evaluation</u>. 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 Basketball season and from time to time as VPIA or VPIA's designee deems reasonably necessary and warranted.

15. Termination by University.

a. Without Cause.

- i. University may terminate this Contract without cause in the sole and absolute discretion of President, subject to approval of the President of the University of Louisiana System. In such event, Coach shall receive as liquidated damages fifty percent (50%) of the remaining Base Salary to be paid under the unexpired term of the Contract with no off-set required.
- University may, at its sole option, issue such liquidated damages in either a single lump sum or in equal monthly installments within six (6) months from the effective date of termination. All liquidated damages payable pursuant to this Section 15(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. 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. Should University relieve Coach of his duties as Head Men's Basketball Coach without cause, Coach shall not be reassigned within the Athletic Department but shall be paid according to this Section 15(a).

iii. Payment of the liquidated damages payment under this Section 15(a) shall constitute a full release of any claims Coach might otherwise assert against University, the Foundation, or any of their officers, board members, representatives, agents, or employees as of the date of termination. In consideration of this payment, Coach shall, and does hereby, release and discharge University and the Foundation, their officers, board members, representatives, agents, and employees, from and against any liability of any nature whatsoever related to or arising out of this Contract and Coach's employment at University as of the date of termination, including, but not limited to, any and all claims arising under or relating to any Federal or state constitutions, laws, regulations, or other provision of law.

b. For Just Cause.

- i. University may terminate this Contract for just cause, including but not limited to Coach's:
 - 1. Gross failure to comply with this Contract;
 - 2. Deliberate or persistent failure or refusal to perform duties and responsibilities set forth herein 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, failure to take reasonable steps to prevent, and/or failure to report any Men's Basketball 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, that, in sole judgment of VPIA or President, reflects adversely upon University or presents a conflict of interest between University and any Men's Basketball Program member, provided Coach knew or reasonably should have known of such violation;

- 6. Failure to cooperate with University, Conference, and/or the NCAA in the investigation of alleged violations of Conference or NCAA regulations;
- 7. Prolonged absence from University without University's consent;
- 8. Poor performance evaluation by VPIA not corrected within a reasonable period of time, as reasonably determined by University, following written notice to Coach. For purposes of this provision, poor performance will not include results-oriented criteria such as the team's on-field performance, win/loss record, academic standing, etc.; and
- 9. Failure to administer the Men's Basketball 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 15(b) 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. This provision is not meant to exclude payment of amounts already earned at the time of termination but not yet paid.
- 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 will provide Coach with written notice of any grounds supporting termination for cause and a reasonable opportunity to remedy and/or correct any grounds for termination for cause, unless, in University's reasonable and good faith discretion, the grounds for such a termination warrant immediate termination.
- c. <u>Sole Remedy</u>. Coach agrees his sole and exclusive remedy, if any, against 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 either University or Foundation be liable for direct, indirect, special, incidental, or consequential damages.
- 16. <u>Termination by Coach</u>. 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 prior to the expiration of its Initial Term, 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 withholdings.

- a. If Coach terminates without cause for another coaching job, Coach shall pay to University or Foundation liquidated damages as follows:
 - i. One Million Dollars and NO/100 (\$1,000,000.00) if such termination occurs on or before March 31, 2026 payable within sixty (60) days of the effective date of termination;
 - ii. Seven Hundred Fifty Thousand Dollars and NO/100 (\$750,000.00) if such termination occurs after March 31, 2026, but on or before March 31, 2027 payable within sixty (60) days of the effective date of termination;
 - iii. Five Hundred Thousand Dollars and NO/100 (\$500,000.00) if such termination occurs after March 31, 2027, but on or before March 31, 2028 payable within sixty (60) days of the effective date of termination;
 - iv. Two Hundred Fifty Thousand Dollars and NO/100 (\$250,000.00) if such termination occurs after March 31, 2028, but on or before March 31, 2029 payable within sixty (60) days of the effective date of termination;
 - v. Coach shall not be required to pay any liquidated damages to University or Foundation during/after final season of contract term.
 - vi. The liquidated damages owed by Coach to University or Foundation shall be reduced by twenty-five (25) percent if Bryan Maggard is no longer serving as the University's Vice President for Intercollegiate Athletics on the date of notice of termination.
- b. Coach shall be obligated to provide notice to the Vice President for Intercollegiate Athletics prior to engaging in communications or substantive negotiations for future employment during the term of the Contract.
- 17. <u>Automatic Termination</u>. 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 Basketball 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.

18. <u>Title IX, Sexual Harassment and Other Prohibited Sexual Conduct Policy, Non-</u> <u>Discrimination Policy Reporting and Compliance</u>.

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 NonDiscrimination 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 Universitysponsored activity or event. Any emergency shall be immediately reported to 911 and/or law enforcement. For purposes of this Contract, a "Known Violation" shall mean a violation or an allegation of a violation of Title IX, the University's Sexual Harassment and Other Prohibited Sexual Conduct Policy, the University of Louisiana System's Sexual Misconduct Policy, Title VI or Title VII of the Civil Rights Act of 1964, the University's Non-Discrimination Policy, or the University of Louisiana System's Prohibiting Workplace Harassment and Discrimination Policy that Coach is aware of or has reasonable cause to believe is taking place or may have taken place.

b. University may terminate this Contract for cause pursuant Section 15(b) of this Contract for any determined violation by Coach for failure to report a Known Violation.

19. Morality Clauses.

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

21. 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 15(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 (including the Prior Agreements), 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. If any dispute arises out of or relates to this Agreement or the breach thereof (a "Dispute"), the Dispute shall first be resolved through good faith negotiations and settlement. In the case that a Dispute cannot be settled by good faith negotiations and settlement, the parties agree that they will first engage the services of a professional mediator agreed upon by the parties and attempt in good faith to resolve the Dispute through confidential nonbinding mediation. Each party shall bear one-half (1/2) of the mediator's fees and expenses and shall pay all of its own attorneys' fees and expenses related to the mediation. If mediation is not successful in resolving the Dispute, the parties agree that the Dispute be resolved by submission to binding arbitration. The parties will mutually agree upon a qualified arbitration institution. Judgment based upon the decision of the arbitrators may be entered in any court having competent jurisdiction thereof.
- f. 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.
- g. 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.
- h. Coach agrees as a condition of his employment to abide by the Drug Free Workplace Act of 1988 and to notify University's Office of Human Resources of any criminal drug conviction for a violation occurring in the workplace as soon as he is made aware of the conviction, but in any event no later than five (5) days after such conviction. (Note this is a requirement of federal law for all institutions receiving federal funds.)
- i. 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.
- j. 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.

- k. The parties agree and understand the terms of this Contract are subject to its recommendation by President and contingent upon approval of Board.
- 1. No delay or failure to enforce any provision of this Contract by University or Coach shall constitute a waiver or limitation of rights enforceable under this Contract.
- m. 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.
- n. This Contract may be executed in one or more counterparts, each of which individually shall be deemed original but all of which together shall constitute one and the same document. An electronic (e.g., Portable Document Format or PDF) copy of the original signature of the representative of a party shall have the same validity as an original signature for the purpose of this Contract. In accordance with La. R.S. § 9:2605B(1) and (2), the parties hereto each agree that this transaction may be conducted by electronic means; and electronic signatures of the parties to this Contract shall be acceptable and satisfactory for all legal purposes, as authorized by the Louisiana Uniform Electronic Transactions Act, La. R.S. § 9:2601 through 9:2621.
- 22. <u>Notices</u>. Any notice required herein shall be provided in writing, and shall be delivered by personal delivery; electronic mail (to a valid, confirmed e-mail address); 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; upon acknowledgment of receipt if sent by electronic mail 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 president@louisiana.edu With copy to: Dr. Bryan Maggard, VPIA University of Louisiana at Lafayette 201 Reinhardt Drive Lafayette, LA 70506 bryan.maggard@louisiana.edu

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

Coach: Quannas White 201 Reinhardt Drive Lafayette, LA 70506 *With copy to*: Michael Harrison Harrison Sports Management 25876 The Old Road #304 Stevenson Ranch, CA 91381 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

Quannas White, Coach

-DocuSigned by: Quannas White

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

4/8/2025

DocuSigned by:

-1405E1487C93461...

Joe Savoie

Date

3/28/2025

Date

ANCILLARY AGREEMENT TO CONTRACT FOR EMPLOYMENT HEAD MEN'S BASKETBALL 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 Quannas White ("Coach").

The Foundation desires to assist and aid University in the employment of Coach for the position of Head Men's Basketball Coach. To that end, the Foundation accepts and agrees to bind itself for the limited obligations of the Foundation set forth in Sections 6(d), 7, 8, 15, and 16 of the Contract for Employment for Head Men's Basketball Coach ("Contract") between University and Coach. Any and all sums the Foundation owes pursuant to such Contract shall be paid from Unrestricted Athletic Foundation Accounts. Foundation joins in this Ancillary Agreement for the limited obligations of the Foundation set forth in Sections 6(d), 7, 8, 15, and 16. No other terms of the Contract shall obligate or bind the Foundation.

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

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

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

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

DocuSigned by: Joe Savoie

4/8/2025

Date

DocuSigned by:3/28/2025CBBF666ECD79E429...Date

Board of Supervisors of theDateUniversity of Louisiana SystemBy:By: Dr. E. Joseph Savoie, President,University of Louisiana at Lafayette

DocuSigned by: Bryan Hanks

4/5/2025

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