

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

**ATHLETIC COMMITTEE**

**April 24, 2025**

**Item E.5.**      **Northwestern State University's** request for approval of a second contractual amendment with Ms. Anna Nimz, Head Women's Basketball Coach, effective March 24, 2025.

**EXECUTIVE SUMMARY**

The University and Coach entered into a contract of employment effective June 25, 2020, for Coach to be employed as the University's Head Coach for the Women's Basketball Program. The contract was subsequently amended effective March 25, 2022. The parties hereby agree to the second contractual amendment as follows: Section 2.0 (Term) is amended to extend the contract term through March 30, 2027.

All other terms and conditions of the original contract shall remain in full force and effect.

**RECOMMENDATION**

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Northwestern State University's request for approval of a second contractual amendment with Ms. Anna Nimz, Head Women's Basketball Coach, effective March 24, 2025.***

# NORTHWESTERN STATE

## *Office of the President*

April 1, 2025

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

Re: Head Women's Basketball Coach Contract Amendment for Extension - Anna Nimz

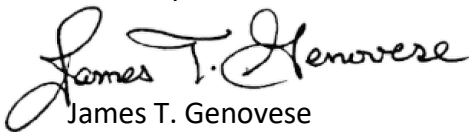
Dear President Gallot:

Northwestern State University is submitting the following item to be placed on the agenda for approval at the April 2025 Board Meeting:

*Amendment to Contract of Employment for Ms. Anna Nimz, Head Women's Basketball Coach for Northwestern State University, for a two-year extension in effective March 30, 2027.*

Thank you for your consideration of this request.

Sincerely,



James T. Genovese  
President

Attachment

*est 1884*

**SECOND AMENDMENT TO  
CONTRACT FOR EMPLOYMENT  
WOMEN'S BASKETBALL COACH**

**STATE OF LOUISIANA**

**PARISH OF NATCHITOCHES**

**THIS SECOND AMENDMENT TO CONTRACT FOR EMPLOYMENT** ("Amendment 2") is made effective the 24th day of March, 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 NORTHWESTERN STATE UNIVERSITY ("University"), represented herein by JAMES T. GENOVESE, the duly authorized University President ("President"); and ANNA NIMZ ("Coach"). The Board and Coach may be collectively referred to herein as the "parties" and each may be referred to individually as a "party." All capitalized terms not defined in this Amendment 1 shall have the same meaning as in the Contract.

**WITNESSETH**

**WHEREAS**, University and Coach entered into a Contract for Employment effective June 25, 2020 for Coach to be employed as University's Head Coach for the Women's Basketball Program under the terms and conditions set forth therein (the "Original Contract");

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

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

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

1. Two-year Extension of the initial term in Section 2:
  - a. **Term.** This Contract's initial term shall be deemed to have commenced on the Effective Date, and shall continue in effect until March 30, 2027 (the "Initial Term").
2. All other terms and conditions of the Original Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this act in the presence of the undersigned competent witnesses.

**NORTHWESTERN STATE UNIVERSITY**

BY



ANNA NIMZ, Head Coach

BY



KEVIN BOSTIAN, Director of Athletics

BY



MIKE NEWTON, President  
Demons Unlimited Foundation

BY



JAMES GENOVESE, President  
Northwestern State University

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

**ATHLETIC COMMITTEE**

**June 25, 2020**

**Item G.7.**     **Northwestern State University's** request for approval of a contract with Ms. Anna Nimz, Head Women's Basketball Coach, effective April 20, 2020.

**EXECUTIVE SUMMARY**

Under the proposed agreement for the period through April 30, 2023, the Coach's salary for each year is \$88,2300, payable in 26 equal installments. During the time of employment, Coach will also have the opportunity to earn salary supplements as a result of promotional activities for the Demons Unlimited Foundation. The Foundation will compensate Coach separately for her May 1 appearances and promotional activities in support of its fundraising and marketing efforts. These payments, made through the University's payroll system, are subject to all mandatory withholdings and are inclusive of retirement and Medicare payments. Supplemental payments based on incentive clauses are to be paid no later than the conclusion of the financial quarter immediately following the one in which the incentive payment was earned. The potential supplements/incentives are as follows:

- Coach will receive a housing stipend of \$2,313 per month on an as funds available basis, retroactive to the start date of this contract.
- Coach will receive use of a vehicle from a dealership for personal and business use as arranged by the Demons Unlimited Foundation and, if use of the vehicle is discontinued, Coach will receive a \$500 per month car stipend.
- Coach will receive use of a cell phone, including data and texting plan, with an approximate annual value of \$1,000.
- Coach will receive an annual \$2,000 stipend for participating in pre- and post-game radio interviews on an as funds available basis.
- Coach will receive \$2,000 for promotional appearances in the event she wins the regular season conference championship *or* if her team is selected to play in the NCAA or NIT Tournament.
- Coach will receive additional payments for marketing, promotional, and fundraising opportunities that result from the advancement of the women's basketball team in NCAA or NIT tournament competition as follows:



- Coach will receive \$5,000 for each round her NSU team wins in the NCAA/NIT tournament;
  - Coach will receive \$7,500 should her team advance to the “Sweet 16” in either the NCAA or NIT tournament *or* in the semi-finals/finals of another postseason tournament;
  - Coach will receive \$10,000 for each round her team wins beyond the round of “Sweet 16” in either the NCAA or NIT tournament; and
  - Coach will receive \$25,000 for winning the NCAA or NIT Tournament.
- Coach shall receive \$1,500 for promotional and/or appearances should she be selected as “Southland Conference *or* Louisiana Coach of the Year.”
- Coach is also eligible to receive a \$1,000 marketing incentive payment for academic success as defined by University Athletic Department policy.

If the University terminates the agreement without cause, Coach shall be entitled to 75% of the base salary that she would have earned in the years remaining in the contract, less compensation received by the Coach from any other employment. The University is responsible for the current fiscal year compensation, through the end of the fiscal year (June 30). The Demons Unlimited Foundation is responsible for the remaining months in the agreement (the next July 1 through expiration).

In the event Coach terminates the contract without cause, Coach would be liable to the University for liquidated damages in the following manner:

- If after April 20, 2020 but before May 1, 2021 – \$40,000
- If after April 30, 2021 but before May 1, 2022 – \$30,000
- If after April 30, 2022 but before May 1, 2023 – \$20,000

The University and the Demons Unlimited Foundation have combined this agreement into one joint employment 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 Northwestern State University’s request for approval of a contract with Ms. Anna Nimz, Head Women’s Basketball Coach, effective April 20, 2020.

**NORTHWESTERN STATE UNIVERSITY**

**CONTRACT OF EMPLOYMENT**

**for ANNA NIMZ**

**STATE OF LOUISIANA**

**PARISH OF NATCHITOCHES**

THIS AGREEMENT, made and entered into as of this 25th day of June, 2020, by and between Northwestern State University (hereinafter "University") represented by Dr. Chris Maggio, President, the Demons Unlimited Foundation (hereinafter "Foundation") and Anna Nimz, Head Women's Basketball Coach (hereinafter "Coach") of Northwestern State University. This agreement is subject to the approval of the Board of Supervisors for the University of Louisiana System, the management board for Northwestern State University and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the board.

**WITNESSETH:**

WHEREAS, the University requires the services of a Head Women's Basketball Coach and has selected the Coach to perform those services,

NOW, THEREFORE, the parties agree as follows:

**1. EMPLOYMENT**

The University does hereby employ Anna Nimz as Head Women's Basketball Coach at Northwestern State University, and Anna Nimz does hereby accept said employment and agrees to perform all those services pertaining to Head Women's Basketball Coach as prescribed by the University through the President and the Director of Athletics.

- 1.1. Coach shall be responsible, and shall report, directly to Northwestern State 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 Northwestern State University's President.
- 1.2. Coach shall manage and supervise the team and shall perform such other duties in Northwestern State University's athletic program as the Director may assign.
- 1.3. Coach agrees to represent Northwestern State University positively in public and private forums and shall not engage in conduct that reflects adversely on Northwestern State University or its athletic programs.

**2. TERM**

The employment under the terms of this contract shall be for the period April 20, 2020 to April 30, 2023, subject to approval of the Board. This agreement is renewable solely upon an offer from the University and an acceptance by Coach, both of which must be in writing and signed by all the parties and approved by the Board. This agreement in no way grants the Coach a claim to tenure in employment, nor shall Coach's service pursuant to this agreement count in any way toward tenure at the University.



# NSU Women's Basketball Coach Contract

Anna Nimz

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## 3. UNIVERSITY SALARY

The University shall pay the Head Coach an annual salary payable in 26 equal installments as follows:

April 20, 2020 to April 30, 2020

Eighty-eight Thousand, Two-Hundred Thirty (\$88,230) Dollars payable in 26 equal installments:

First Year of Contract

Eighty-eight Thousand, Two-Hundred Thirty (\$88,230) Dollars payable in 26 equal installments:

Second Year of Contract

Eighty-eight Thousand, Two-Hundred Thirty (\$88,230) Dollars payable in 26 equal installments:

Third Year of Contract

Eighty-eight Thousand, Two-Hundred Thirty (\$88,230) Dollars payable in 26 equal installments:

- 3.1. 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 in accordance with Section 9.
- 3.2. The Coach may be eligible for cost of living or merit pay increases in addition to the stated base salary. The Coach is also subject to pay adjustments according to economic circumstances that affect all employees in the unclassified state services.

## 4. EMPLOYEE BENEFITS

The Coach shall participate in the mandatory employee benefit plans and be eligible for optional employee benefit plans as would any other University unclassified employee based upon her annual University salary only.

## 5. CAMPS AND CLINICS

5.1 Coach Nimz may operate and receive additional compensation for camps/clinics as outlined in the athletic department's policy regulating camps and clinics.

- a. All revenues from university camps/clinics will be deposited into Coach Nimz's university camp budget. After all expenses are met, Coach Nimz may be compensated up to the amount of surplus remaining in the account, or use the profits to pay her assistant coaches, supplement her university women's basketball operating budget, or a combination of the three, at her discretion.
- b. Camps operated through the university camp budget will not be subject to facility fees.
- c. Conducting camps and clinics is considered a part of Coach Nimz's job description related to promoting the University and the athletic department; thus, Coach Nimz will not be required to take leave while conducting camps run through the University camp budget.
- d. Coach Nimz's camp budget will be charged for a personal injury insurance policy approved by the University for camp/clinic participants.



- e. The Director of 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 the camps.

## 5.2 Private Camps

- a. 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.
- b. It is specifically agreed that in the operation of such camps, Coach acts for herself in her 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 hereafter stated.
  - 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. The facilities must also be returned to the original set-up with no additional cost to the University.
  - The Coach agrees to pay the University all out-of-pocket costs incurred by the University in making the facilities available for the camps.
  - The Coach agrees to secure a policy of insurance with a company approved by the University's Risk Management Office under which the Board of Supervisors for the University of Louisiana System, the University, and its agents and servants, are named as the insured (or as an additional insured) which provides:
    - Workers' Compensation and Employers Liability: Workers Compensation limits are required by the Labor Code of the State of Louisiana and Employers Liability coverage if Coach hires any employees to work at such camps and clinics.
    - Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
  - Annual leave must be requested to cover the dates of the camp operation for all University personnel involved.
  - Complete records will be maintained regarding income and expenditures associated with said camp and available for verification by University auditors.
  - 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.
  - 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.

## NSU Women's Basketball Coach Contract

Anna Nimz

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- c. 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.

### 6. FOUNDATION SERVICES

During the time of employment as head coach, Coach Anna Nimz will also have the opportunity to earn salary supplements as a result of promotional activities for the Demons Unlimited Foundation. The Foundation will compensate Coach Nimz separately for her appearances and promotional activities in support of its fundraising and marketing efforts. These payments, made through the university's payroll system, are subject to all mandatory withholdings and are inclusive of retirement and Medicare payments. Supplemental payments based on incentive clauses are to be paid no later than the conclusion of the financial quarter immediately following the one in which the incentive payment was earned. The potential supplements/incentives are as follows:

- COACH will receive a salary supplement of \$2,313 per month on an as funds available basis, retroactive to the date reflected in Section 2 (Term) of this contract.
- COACH will receive use of a vehicle from a dealership for personal and business use as arranged by the Demons Unlimited Foundation and if such vehicle is not secured for coach, a monthly salary supplement of \$500 will be provided on an as funds available basis retroactive to the date reflected in Section 2 (Term) of this contract.
- COACH will receive use of a cell phone, including data and texting plan, with an approximate annual value of \$1,000.
- COACH will receive an annual \$2,000 stipend for participating in pre- and post-game radio interviews on an as funds available basis.
- COACH will receive \$2,000 for promotional appearances in the event her team wins the regular season conference championship *or* if her team is selected to play in the NCAA or NIT Tournament.
- COACH will receive additional payments for marketing, promotional and fundraising opportunities that result from the advancement of the women's basketball team in NCAA Tournament/NIT competition as follows. All additional payments are cumulative:
  - Coach will receive \$5,000 for each round her NSU team wins in the NCAA Tournament/NIT;
  - Coach will receive \$7,500 should her team advance to the "Sweet 16" in either the NCAA Tournament/NIT, or the semi-finals/finals of another postseason tournament;
  - COACH will receive \$10,000 for each round her team wins beyond the round of "Sweet 16" in either the NCAA Tournament/NIT; and
  - COACH will receive \$25,000 for winning the NCAA Tournament/NIT.
- COACH shall receive \$1,500 for promotional and/or appearances should she be selected as "Southland Conference or Louisiana Coach of the Year."



- COACH is also eligible to receive a \$1,000 marketing incentive payment for academic success as defined by University Athletic Department policy. This payment will be for use of the Coach's name and likeness in Foundation material or literature promoting the academic achievements of the team.

## **7. OUTSIDE INCOME**

The Coach shall be authorized to earn other revenue while employed by the University but such activities are independent of her University employment and the University shall have no responsibility for any claims arising there from. All outside income will be subject to approval in accordance with the Board of Supervisors for the University of Louisiana System policies.

Coach shall report annually in writing to the President through the Athletic Director on July 1st of each year all athletically related income received from sources outside the University. The University shall have reasonable access to all records of Coach to verify this report (NCAA Constitution Article 11.2.2).

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

## **8. STANDARDS OF CONDUCT AND COMPLIANCE WITH NCAA AND CONFERENCE REGULATIONS**

Coach shall abide by the rules and regulations of the NCAA, Conference and University rules. If Coach is personally found to be in violation of NCAA regulations, Coach shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA Constitution 11.2.1). Coach may be suspended for a period of time, without pay, or employment of Coach may be terminated if Coach is found to be personally guilty of deliberate and serious violations of NCAA, Conference and University regulations (NCAA Constitution 11.2.1).

Coach shall also abide by the State of Louisiana Code of Government Ethics, University Policy and Regulations, federal laws, other state laws 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 goodwill and a good image for the University.

Coach agrees to provide her 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 Women's Basketball Coach, or termination of this Contract.

Pursuant to NCAA Bylaw 11.2.1, Coach understands that she 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 she is found to be in violation of NCAA regulations, she shall be subject to disciplinary or corrective action as set forth in the NCAA infractions process (see NCAA Bylaw 19), including suspension without pay, or in the event of a Level 1 or Level 2 violation, possible termination of employment.

## 9. TERMINATION

**Termination Without Cause:** 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, the University will obtain approval from the President of the University of Louisiana System. If the University terminates the agreement without cause, the Coach shall be entitled to 75% of the base salary that she would have earned in the years remaining in the contract, less compensation received by the Coach from any other employment in an intercollegiate coaching position. The University would be responsible for the current fiscal year compensation, through the end of the fiscal year (June 30<sup>th</sup>). The Demons Unlimited Foundation would be responsible for the remaining months in the agreement (the next May 1 through expiration). In the event Coach Nimz terminates the Contract without cause, Coach Nimz would be liable to the University for liquidated damages in the following manner:

- If after April 20, 2020 but before May 1, 2021 – Forty Thousand (\$40,000) Dollars
- If after April 30, 2021 but before May 1, 2022 – Thirty Thousand (\$30,000) Dollars
- If after April 30, 2022 but before May 1, 2023 – Twenty Thousand (\$20,000) Dollars

The liquidated damages by either party shall be due and payable in a lump sum within sixty (60) days of Coach's final date of employment at Northwestern State University.

Failure to make reasonable efforts to secure employment shall be cause for termination of this agreement, and release of the University and Demons Unlimited Foundation of any obligations to make further payments.

**Termination For Cause:** Should Coach's contract be terminated for just cause, the University and the Demons Unlimited Foundation shall not be liable for any payments or benefits specified in this agreement past the effective date of termination. Just cause for termination shall include, but not be limited to, violation or gross disregard of state or federal laws, NCAA or conference regulations or university policies or procedures.

Coach may be terminated by the University for Cause at any time for the following:

- Misconduct, including but not limited to: hostile workplace violations, documented acts of moral turpitude, acts of violence and aggression, and insubordination.
- 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.
- 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.
- Substantial and manifest incompetence.

- Gross violation or disregard of state or federal laws (excluding minor traffic offenses or non-criminal offenses).
- Deliberate and serious violations of NCAA, conference, or UNIVERSITY rules, regulations, policies or procedures.
- Failure to promote an atmosphere of compliance pursuant to NCAA Bylaw 11.1.2.1.
- Unethical conduct pursuant to NCAA 10.1 or the Louisiana Code of Governmental Ethics.

The judgment as to whether the conduct of the Coach constitutes cause under this provision shall not be exercised arbitrarily or capriciously by the University.

**Termination for Financial Exigency:** 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, including supplements paid by the Demons Unlimited Foundation, cease upon termination.

10. **ASSOCIATE/ASSISTANT COACHES**

The Coach shall have the authority to select the associate and assistant coaches with consent of the Athletic Director, President and approval of the Board of Supervisors. Associate and assistant coaches shall be appointed as University unclassified employees.

11. **UNIVERSITY FUNDRAISING**

All fundraising activities by COACH must be pre-approved by the Athletic Director, or her designee, to ensure that such activities are in compliance with University policies.

12. **AMENDMENT Extension**

This Contract may be amended and/or extended by the mutual consent of the parties, expressed in writing, and approved by the Board.

13. **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.

14. **FORCE MAJEURE**

Neither party shall be considered in default performance of her 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.



NSU Women's Basketball Coach Contract

Anna Nimz

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IN WITNESS WHEREOF, the parties have executed this act in the presence of the undersigned competent witnesses.

WITNESSES:




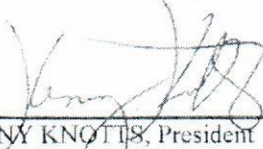
NORTHWESTERN STATE UNIVERSITY


BY   
ANNA NIMZ, Head Coach

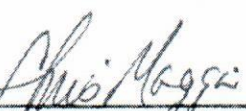


BY   
GREGORY S. BURKE, Director of Athletics

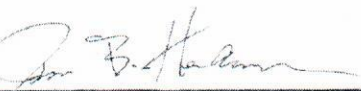


BY   
KENNY KNOTTS, President  
Demons Unlimited Foundation



BY   
DR. CHRIS MAGGIO, President  
Northwestern State University



BY   
DR. JAMES HENDERSON, President  
University of Louisiana Board of Supervisors



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

**ATHLETIC COMMITTEE**

**April 21, 2022**

**Item G.2.**      **Northwestern State University's** request for approval of contractual amendments with Ms. Anna Nimz, Head Women's Basketball Coach, effective March 25, 2022.

**EXECUTIVE SUMMARY**

The University and Coach entered into a contract of employment effective June 25, 2020, for Coach to be employed as the University's Head Coach for the Women's Basketball Program. The parties hereby agree to the contractual amendments as follows:

1. Section 2.0 (Term) is amended to extend the contract term through April 30, 2025, unless sooner terminated or further extended under the terms and conditions of the original contract.
2. Section 9.0 (Termination) is amended to add language related to Title IX and Sexual Misconduct Policy Reporting and Compliance at the end of the subsection entitled Termination for Cause.

All other terms and conditions of the original contract shall remain in full force and effect.

**RECOMMENDATION**

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED***, that the Board of Supervisors for the University of Louisiana System hereby approves Northwestern State University's request for approval of contractual amendments with Ms. Anna Nimz, Head Women's Basketball Coach, effective March 25, 2022.

**FIRST AMENDMENT TO  
CONTRACT OF EMPLOYMENT  
WOMEN'S BASKETBALL COACH**

**STATE OF LOUISIANA**

**PARISH OF NATCHITOCHES**

**THIS FIRST AMENDMENT TO CONTRACT OF EMPLOYMENT** ("Amendment 1") is made effective the 25th day of March, 2022 ("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 NORTHWESTERN STATE UNIVERSITY ("University"), represented herein by DR. MARCUS JONES, the duly authorized University President ("President"); and ANNA NIMZ ("Coach"). The Board and Coach may be collectively referred to herein as the "parties" and each may be referred to individually as a "party." All capitalized terms not defined in this Amendment 1 shall have the same meaning as in the Contract.

**WITNESSETH**

**WHEREAS**, University and Coach entered into a Contract of Employment effective June 25, 2020 for Coach to be employed as University's Head Coach for the Women's Basketball Program under the terms and conditions set forth therein (the "Original Contract");

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

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

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

1. Section 2.0 (Term) is amended to extend the contract term through April 30, 2025, unless sooner terminated or further extended under the terms and conditions of the Original Contract.
2. Section 9.0 (Termination) is amended to add the following language at the end of the Subsection entitled Termination for Cause:

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

IN WITNESS WHEREOF, the parties have executed this act in the presence of the undersigned competent witnesses.

**WITNESSES:**

Elizabeth L Doss

BY   
ANNA NIMZ, Head Coach  
Northwestern State University

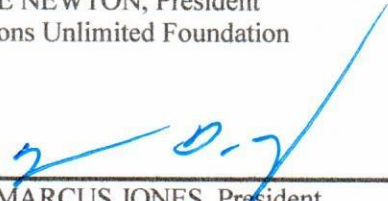
Elizabeth L Doss

BY   
KEVIN BOSTIAN, Director of Athletics  
Northwestern State University

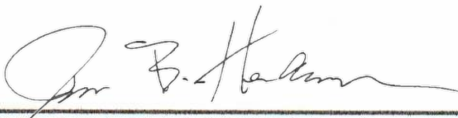
Elizabeth L Doss

BY   
MIKE NEWTON, President  
Demons Unlimited Foundation

Anna O. Wiggins

BY   
DR. MARCUS JONES, President  
Northwestern State University

James B. Henderson

BY   
DR. JAMES B. HENDERSON, President & CEO  
University of Louisiana System