BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM

ATHLETIC COMMITTEE

April 24, 2025

Item E.8. Southeastern Louisiana University's request for approval of contractual agreements between various Assistant Coaches, Southeastern Louisiana University, and the Lions Athletics Association.

EXECUTIVE SUMMARY

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

- Antonio Baker, Assistant Football Coach Under the proposed agreement from March 1, 2025 through February 28, 2026, Assistant Coach's annual salary is \$44,435. Coach will be paid an additional annual amount of \$5,000 from the Lion Athletics Association Football Fund for speaking engagements and assistance with fundraising.
- Billy D'Ottavio, Assistant Football Coach-Defensive Coordinator Under the proposed agreement from March 1, 2025 through February 28, 2026, Assistant Coach's annual salary is \$95,228. Coach will be paid an additional annual amount of \$2,500 from the Lion Athletics Association Football Fund for speaking engagements and assistance with fundraising.
- Ross Jenkins, Assistant Football Coach Under the proposed agreement from March 1, 2025 through February 28, 2026, Assistant Coach's annual salary is \$71,763. Coach will be paid an additional annual amount of \$5,000 from the Lion Athletics Association Football Fund for speaking engagements and assistance with fundraising.
- **Dustin Landry, Assistant Football Coach** Under the proposed agreement from March 1, 2025 through February 28, 2026, Assistant Coach's annual salary is \$59,365. Coach will be paid an additional annual amount of \$5,000 from the Lion Athletics Association Football Fund for speaking engagements and assistance with fundraising.
- Trey Nunez, Assistant Football Coach Under the proposed agreement from March 1, 2025 through February 28, 2026, Assistant Coach's annual salary is \$42,000. Coach will be paid an additional annual amount of \$2,000 from the Lion Athletics Association Football Fund for speaking engagements and assistance with fundraising.
- Thomas Rinaldi, Assistant Football Coach Under the proposed agreement from March 1, 2025 through February 28, 2026, Assistant Coach's annual salary is \$49,000. Coach will be paid an additional annual amount of \$5,000 from the Lion Athletics Association Football Fund for speaking engagements and assistance with fundraising.

- Anthony Scelfo, Assistant Football Coach-Offensive Coordinator Under the proposed agreement from March 1, 2025 through February 28, 2026, Assistant Coach's annual salary is \$95,228. Coach will be paid an additional annual amount of \$2,500 from the Lion Athletics Association Football Fund for speaking engagements and assistance with fundraising.
- Alvin Slaughter, Assistant Football Coach Under the proposed agreement from March 1, 2025 through February 28, 2026, Assistant Coach's annual salary is \$56,244. Coach will be paid an additional annual amount of \$3,000 from the Lion Athletics Association Football Fund for speaking engagements and assistance with fundraising.
- Lee "Trey" Willie, Assistant Football Coach Under the proposed agreement from March 1, 2025 through February 28, 2026, Assistant Coach's annual salary is \$60,900. Coach will be paid an additional annual amount of \$5,000 from the Lion Athletics Association Football Fund for speaking engagements and assistance with fundraising.

Incentive Compensation

The Lion Athletics Association will pay salary supplements, subject to all mandatory withholdings and inclusive of retirement payments, on certain specified achievements as follows:

- \$1,000 Conference Championship
- \$1,000 Each round of FCS Playoffs

Termination

In the event the University terminates the contract without cause, Coach shall be entitled to the base salary specified in Sections 3.1, 3.2, and 3.3 for the remainder of the term specified in Section 2.1. In the event that Assistant Coach terminates the contract to take another coaching job between the dates of July 31, 2025 and October 31, 2025, the Assistant Coach will be liable to pay the University \$10,000 upon resignation.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Southeastern Louisiana University's request for approval of contracts with Mr. Antonio Baker, Mr. Billy D'Ottavio, Mr. Ross Jenkins, Mr. Dustin Landry, Mr. Trey Nunez, Mr. Tom Rinaldi, Mr. Anthony Scelfo, Mr. Alvin Slaughter, and Mr. Lee "Trey" Willie.



April 1, 2025

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

Re: Athletics Coaches Contracts

Dear President Gallot:

Southeastern Louisiana University respectfully requests the following athletics coaches' contracts be placed on the agenda for the April 2025 meeting of the Board of Supervisors.

- Head Women's Basketball Coach, Jeff Dow
- Head Women's Volleyball Coach, Lee McBride
- Various Assistant Football Coach Contracts
 - o Assistant Football Coach, Antonio Baker
 - o Assistant Football Coach-Defensive Coordinator, Billy D'Otavio
 - o Assistant Football Coach, Ross Jenkins
 - o Assistant Football Coach, Dustin Landry
 - o Assistant Football Coach, Trey Nunez
 - o Assistant Football Coach, Tom Rinaldi
 - o Assistant Football Coach-Offensive Coordinator, Anthony Scelfo
 - o Assistant Football Coach, Alvin Slaughter
 - o Assistant Football Coach, Lee "Trey" Willie

Your consideration of this request is greatly appreciated.

Sincerely,

William S. Waininght William S. Wainwright, Ph.D.

President

Attachments

CONTRACT OF EMPLOYMENT ASSISTANT FOOTBALL COACH

STATE OF LOUISIANA PARISH OF TANGIPAHOA

This agreement is made and entered into on this 1st day of March, 2025 between Southeastern Louisiana University through its President, Dr. William Wainwright and Antonio Baker (hereinafter referred to as "ASSISTANT COACH"). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for Southeastern Louisiana University, and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the Board.

1.0 Employment

- 1.1 Southeastern Louisiana University ("UNIVERSITY") does hereby employ COACH as ASSISTANT FOOTBALL COACH and ASSISTANT COACH does hereby accept employment and agrees to perform all of the services pertaining to FOOTBALL which are required of ASSISTANT COACH, as well as other services as may be contemplated hereunder, all as prescribed by the UNIVERSITY through its President and/or Athletics Director ("DIRECTOR").
- 1.2 ASSISTANT COACH shall be responsible, and shall report, directly to the HEAD FOOTBALL COACH or the HEAD FOOTBALL COACH's designee on all administrative and technical matters. ASSISTANT COACH shall also be under the general supervision of the UNIVERSITY's Athletic Director and President.
- 1.3 ASSISTANT COACH agrees to represent the UNIVERSITY positively in public and private forums and shall not engage in conduct that reflects adversely on the UNIVERSITY or its athletics programs.
- 1.4 ASSISTANT COACH shall inform the HEAD FOOTBALL COACH of all work-related and personal absences from campus extending beyond one day (i.e. recruiting trips, annual leave requests, speaking engagements, coaching clinics, etc.)
- 1.5 ASSISTANT COACH is aware of and sensitive to the importance of the Academic Performance Rate ("APR") and as such realizes that it will be a vital component on his/her annual evaluation. ASSISTANT COACH will be responsible for assisting in the development of and maintaining an Academic Performance Plan when required by the HEAD FOOTBALL COACH.

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2.0 Term

- 2.1 The term of this agreement is for a fixed period, commencing on the <u>1st day of March</u>, <u>2025</u> and terminating without further notice to ASSISTANT COACH on the <u>28th day of February</u>, <u>2026</u> unless extended under the terms of this agreement.
- 2.2 This agreement is renewable solely upon an offer from the UNIVERSITY and an acceptance by ASSISTANT COACH, both of which must be in writing and signed by the (all) parties, and approved by the Board. This agreement in no way grants the ASSISTANT COACH a claim to tenure in employment, nor shall ASSISTANT COACH'S service pursuant to this agreement count in any way toward tenure at the UNIVERSITY.

3.0 Compensation

- 3.1 In consideration of ASSISTANT COACH 'S services and satisfactory performance of this agreement, the UNIVERSITY shall pay ASSISTANT COACH a base annual salary of \$44,435 for the term of this agreement on a bi-weekly basis.
- 3.2 The ASSISTANT COACH may be eligible for annual cost of living or merit pay increases in addition to the stated base salary. The ASSISTANT COACH is also subject to pay adjustments according to economic circumstances that affect all similarly compensated employees in the unclassified staff service.
- 3.3 The ASSISTANT COACH will be paid an additional annual amount of \$5,000 on a bi-weekly basis from the Lion Athletic Association Football Fund (LAA) for speaking engagements and assistance with fundraising.
- 3.4 The ASSISTANT COACH may also be eligible for additional supplemental pay as recommended by the HEAD FOOTBALL COACH and approved by the Athletic Director, Vice President for Administration & Finance, and the President. Any such supplemental pay shall be paid by the Lion Athletics Association (LAA).
- 3.5 The UNIVERSITY does not guarantee amounts due under this contract beyond the current year of performance. Should the contract be terminated for any reason amounts due shall be determined in accordance with paragraph 9.

4.0 Incentive Compensation

During the time of employment as ASSISTANT COACH, ASSISTANT COACH will have the opportunity to receive the following earned salary supplements. These salary supplements shall be subject to all mandatory withholdings and are inclusive of employer matches

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for retirement and Medicare payments. The supplements shall be paid from the Lion Athletics Association. Any obligations of the Lion Athletics Association that have accrued will terminate should the coach leave the UNIVERSITY.

The potential earned salary supplements are:

- A. \$1,000.00 Conference Championship
- B. \$1,000.00 Each round of FCS Playoffs

5.0 Employee Benefits

- 5.1 ASSISTANT COACH shall participate in the mandatory benefit plan and be eligible for optional employee plans as would any other University unclassified employee.
 - 5.2 Courtesy/Leased Vehicle Benefit
 - (a) ASSISTANT COACH may receive a courtesy/leased vehicle if an arrangement can be made through a local dealership. The benefit shall not be considered earned income for the purpose of computation of retirement benefits, and ASSISTANT COACH shall be responsible for all ASSISTANT COACH applicable taxes. The University has no obligation to furnish a vehicle to ASSISTANT COACH. The arrangements for a vehicle must be made by the Athletic Director.
 - (b) Insurance on any courtesy/leased vehicle must be paid for by the dealership, the ASSISTANT COACH, or from some other arrangement agreed to by the Athletic Director.
 - (c) The ASSISTANT COACH may be reimbursed for miles driving the courtesy/leased vehicle on school-sponsored business as authorized and approved following the University of Louisiana System Athletic Travel Policy No. IA-V.(2a). The ASSISTANT COACH further agrees to abide by all rules and regulations as outlined in PPM 49.
- 5.3 For each FOOTBALL season, ASSISTANT COACH shall be entitled to a total of four (4) tickets per home FOOTBALL game and two (2) tickets to all other regular season home athletics competitions.

6.0 Outside Income-Subject to Compliance with Board Rules

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

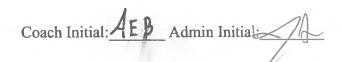
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accordance with state law and the policies of the Board of Supervisors for the University of Louisiana System.

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

7.0 Compliance with NCAA, Conference and University Rules

- ASSISTANT COACH shall abide by the rules and regulations of the NCAA, Conference and University rules, Board of Supervisor rules, and the Laws of the State of Louisiana. ASSISTANT COACH shall also promote an atmosphere of compliance and monitor the compliance of ASSISTANT COACH's staff (NCAA Bylaw 11.1.1). If ASSISTANT COACH is found in violation of NCAA regulations, the ASSISTANT COACH shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA Bylaw 11.2.1). ASSISTANT COACH may be suspended for a period of time, without pay, or the employment of ASSISTANT COACH may be terminated if ASSISTANT COACH is found to be involved in deliberate, serious, and/or repetitive violations of NCAA, Conference and University regulations (NCAA Bylaw 11.2.1).
- 7.2 Pursuant to NCAA Bylaw 11.2.1, The UNIVERSITY and ASSISTANT COACH acknowledge and agree that (1) ASSISTANT COACH has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case (see NCAA Bylaw 19.2.3 for examples of full cooperation), and (2) an individual found in violation of NCAA regulations shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA infractions process (see NCAA Bylaw 19), including suspension without pay or termination of employment.
- 7.3 ASSISTANT COACH shall also abide by the State of Louisiana Code of Government Ethics, University Policy and Regulations, and the policies and regulations of the



University of Louisiana System. In public appearances he/she shall at all times conduct himself/herself in a manner that befits a University official and shall always attempt to create goodwill and a good image for the UNIVERSITY.

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

8.0 Title IX and Sexual Misconduct Policy Reporting and Compliance

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

9.0 Termination

- 9.1 The HEAD FOOTBALL COACH may recommend termination of ASSISTANT COACH to the President with the approval of the Athletic Director. In the event the UNIVERSITY terminates the Contract without cause, the ASSISTANT COACH shall be entitled to the base salary specified in Section 3.1, Section 3.2 and Section 3.3 for the remainder of the term specified in Section 2.1. If the University chooses to terminate the ASSISTANT COACH at any time during this contract, payments to the coach will be made as follows:
 - (a) The University shall pay the amount of base salary owed to ASSISTANT COACH as outlined in Section 3.1 and 3.2 from the date of termination to the end of the fiscal year in which the ASSISTANT COACH is terminated.



- (b) The remaining portion of money owed to ASSISTANT COACH as outlined in Section 3.1 and 3.2 for the period after the fiscal year in which the ASSISTANT COACH is terminated shall be paid by the Lion Athletics Association (LAA).
- (c) The LAA shall also pay remaining of money owed to ASSISTANT COACH as outlined in Section 3.3.
- 9.2 ASSISTANT COACH may be terminated by the HEAD FOOTBALL COACH for cause at any time for:
 - (a) Misconduct, including but not limited to: hostile workplace violations, documented acts of moral turpitude, acts of violence and aggression, and insubordination.
 - (b) Misconduct that: (1) violates state or University ethics laws, rules or regulations; (2) offends the ethics or traditions of the University; or (3) brings discredit or harm to the reputation of the University. This would include speaking negatively in the community about the UNIVERSITY, its Administration, and/or Staff.
 - (c) Acts of violence or personal conduct, or condoning or encouraging employees or student-athletes in such conduct, which may not warrant criminal prosecution but result in public disrepute, contempt, scandal or ridicule that reflects unfavorably upon the reputation or mission of the University.
 - (d) Substantial and manifest incompetence
 - (e) Violation or gross disregard of state or federal laws
 - (f) Deliberate and serious violations of NCAA, conference, or UNIVERSITY rules, regulations, policies or procedures.
 - (g) Failure to promote an atmosphere of compliance pursuant to NCAA Bylaw 11.1.1
 - (h) Unethical conduct pursuant to NCAA Bylaw 10.1
 - (i) Any determined violation of Title IX of the Education Amendments of 1972.

- 9.3 All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination. The judgment as to whether the conduct of ASSISTANT COACH constitutes cause under this provision shall not be exercised arbitrarily, capriciously or in a discriminatory manner by the UNIVERSITY. No damages shall be due if termination is for just cause.
- 9.4 In the event that ASSISTANT COACH terminates the contract to take another coaching job between the dates of July 31, 2025 and October 31, 2025, the ASSISTANT COACH will be liable to pay the University \$10,000 upon resignation.
- 9.5 Either party may opt to terminate this contract in the event that UNIVERSITY's athletics program undergoes a division reclassification.
- 9.6 This contract may be terminated at any time should the UNIVERSITY discontinue the FOOTBALL program. Such a termination can be based on considerations of budgetary restrictions and/or priorities for maintenance of program and services. In the event of such termination, COACH will receive a 90 calendar day notice of termination or 90 days of regular pay in lieu of such notice, as determined by the UNIVERSITY. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination.
- 9.7 ASSISTANT COACH may be terminated at any time due to the financial circumstances in which the University and/or the University of Louisiana System has declaration of financial exigency. Such a termination can be based on consideration of budgetary restrictions, and priorities for maintenance of program and services. In the event of such termination, ASSISTANT COACH will receive a 90 calendar day notice of termination or 90 days of regular pay in lieu of such notice, as determined by the UNIVERSITY. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination.
 - 9.8 Any violation of this contract is grounds for dismissal with cause.

10.0 Force Majeure

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

11.0 Severability

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

William S. Waining	4/1/25
PRESIDENT -Dr. William S. Wainw Southeastern Louisiana University	right Date
100	4/1/28
Jay Artigues	Date
DIRECTOR OF ATHLETICS	
Americ Bother	3/31/2025
Antonio Baker	Date
ASSISTANT FOOTBALL COACH	, 1
Malass of Affills	03/31/2025
PRESIDENT /////	/ /Date
LION ATHLETICS ASSOCIATION	1

BETWEEN:

STATE OF LOUISIANA

Southeastern Louisiana University AND

PARISH OF TANGIPAHOA

Lion Athletics Association AND

ASSISTANT FOOTBALL COACH

AGREEMENT ASSISTANT FOOTBALL COACH

This is an agreement between the Lions Athletic Association, Southeastern Louisiana University, and Antonio Baker, the University ASSISTANT FOOTBALL COACH.

1.0

The Lion Athletics Association desires to assist and aid Southeastern Louisiana University in the employment of the ASSISTANT COACH. To that end, the Lion Athletics Association agrees to pay any sums which may be due upon the termination of the ASSISTANT COACH as per the Termination Section 9.0. This does not include any sums which may be due to ASSISTANT COACH by the University for the current contract year.

2.0

The Lion Athletics Association acknowledges that it has agreed to pay or supplement the salary of the ASSISTANT COACH in the amount as per the Compensation Section 3.3, 3.4, and 4.0 of the ASSISTANT COACH's Contract of Employment with Southeastern Louisiana University.

3.0

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

Coach Initial: Admin Initial:

Entered into this	_day of	, 20	
		William S. Wainwig PRESIDENT - Dr. William S. Wainwi	4/1/25 right Date
		Southeastern Louisiana University Jay Artigues ATHLETICS DIRECTOR	4 / /2y Date
		ATHLETICS DIRECTOR Antonio Baker	3/31/2025 Date
		ASSISTANT FOOTBALL COACH PRESIDENT LION ATHURITIES ASSOCIATION	03/31/2015 10 ate

CONTRACT OF EMPLOYMENT ASSISTANT FOOTBALL COACH-DEFENSIVE COORDINATOR

STATE OF LOUISIANA PARISH OF TANGIPAHOA

This agreement is made and entered into on this <u>1st</u> day of <u>March</u>, <u>2025</u> between Southeastern Louisiana University through its President, Dr. William Wainwright and Billy D'Otavio (hereinafter referred to as "ASSISTANT COACH-DEFENSIVE COORDINATOR"). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for Southeastern Louisiana University, and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the Board.

1.0 Employment

- 1.1 Southeastern Louisiana University ("UNIVERSITY") does hereby employ COACH as ASSISTANT FOOTBALL COACH-DEFENSIVE COORDINATOR and ASSISTANT COACH-DEFENSIVE COORDINATOR does hereby accept employment and agrees to perform all of the services pertaining to FOOTBALL which are required of ASSISTANT COACH-DEFENSIVE COORDINATOR, as well as other services as may be contemplated hereunder, all as prescribed by the UNIVERSITY through its President and/or Athletics Director ("DIRECTOR").
- 1.2 ASSISTANT COACH-DEFENSIVE COORDINATOR shall be responsible, and shall report, directly to the HEAD FOOTBALL COACH or the HEAD FOOTBALL COACH's designee on all administrative and technical matters. ASSISTANT COACH-DEFENSIVE COORDINATOR shall also be under the general supervision of the UNIVERSITY's Athletic Director and President.
- 1.3 ASSISTANT COACH-DEFENSIVE COORDINATOR agrees to represent the UNIVERSITY positively in public and private forums and shall not engage in conduct that reflects adversely on the UNIVERSITY or its athletics programs.
- 1.4 ASSISTANT COACH-DEFENSIVE COORDINATOR shall inform the HEAD FOOTBALL COACH of all work-related and personal absences from campus extending beyond one day (i.e. recruiting trips, annual leave requests, speaking engagements, coaching clinics, etc.)

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

2.0 Term

- 2.1 The term of this agreement is for a fixed period, commencing on the <u>1st day of</u>

 <u>March</u>, <u>2025</u> and terminating without further notice to ASSISTANT COACH on the <u>28th day of</u>

 <u>February</u>, <u>2026</u> unless extended under the terms of this agreement.
- 2.2 This agreement is renewable solely upon an offer from the UNIVERSITY and an acceptance by ASSISTANT COACH-DEFENSIVE COORDINATOR, both of which must be in writing and signed by the (all) parties, and approved by the Board. This agreement in no way grants the ASSISTANT COACH-DEFENSIVE COORDINATOR a claim to tenure in employment, nor shall ASSISTANT COACH-DEFENSIVE COORDINATOR'S service pursuant to this agreement count in any way toward tenure at the UNIVERSITY.

3.0 Compensation

- 3.1 In consideration of ASSISTANT COACH-DEFENSIVE COORDINATOR 'S services and satisfactory performance of this agreement, the UNIVERSITY shall pay ASSISTANT COACH-DEFENSIVE COORDINATOR a base annual salary of \$95,228 for the term of this agreement on a bi-weekly basis.
- 3.2 The ASSISTANT COACH-DEFENSIVE COORDINATOR may be eligible for annual cost of living or merit pay increases in addition to the stated base salary. The ASSISTANT COACH-DEFENSIVE COORDINATOR is also subject to pay adjustments according to economic circumstances that affect all similarly compensated employees in the unclassified staff service.
- 3.3 The ASSISTANT COACH-DEFENSIVE COORDINATOR will be paid an additional annual amount of \$2,500 on a bi-weekly basis from the Lion Athletic Association Football Fund (LAA) for speaking engagements and assistance with fundraising.
- 3.4 The ASSISTANT COACH-DEFENSIVE COORDINATOR may also be eligible for additional supplemental pay as recommended by the HEAD FOOTBALL COACH and approved by the Athletic Director, Vice President for Administration & Finance, and the President.



Any such supplemental pay shall be paid by the Lion Athletics Association (LAA).

3.5 The UNIVERSITY does not guarantee amounts due under this contract beyond the current year of performance. Should the contract be terminated for any reason amounts due shall be determined in accordance with paragraph 9.

4.0 Incentive Compensation

During the time of employment as ASSISTANT COACH-DEFENSIVE COORDINATOR, ASSISTANT COACH will have the opportunity to receive the following earned salary supplements. These salary supplements shall be subject to all mandatory withholdings and are inclusive of employer matches for retirement and Medicare payments. The supplements shall be paid from the Lion Athletics Association. Any obligations of the Lion Athletics Association that have accrued will terminate should the coach leave the UNIVERSITY.

The potential earned salary supplements are:

- A. \$1,000.00 Conference Championship
- B. \$1,000.00 Each round of FCS Playoffs

5.0 Employee Benefits

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

Coach Initial: Admin Initial:

5.3 For each FOOTBALL season, ASSISTANT COACH-DEFENSIVE COORDINATOR shall be entitled to a total of four (4) tickets per home FOOTBALL game and two (2) tickets to all other regular season home athletics competitions.

6.0 Outside Income-Subject to Compliance with Board Rules

- 6.1 The ASSISTANT COACH-DEFENSIVE COORDINATOR shall be authorized to earn other revenue while employed by the University, but such activities are independent of his/her University employment and the UNIVERSITY shall have no responsibility for any claims arising there from. ASSISTANT COACH-DEFENSIVE COORDINATOR shall be entitled to retain revenue generated from his/her operation of FOOTBALL camps and/or clinics in accordance with University policy relating to camps or clinics conducted by Athletics Department personnel. All outside income will be subject to approval in accordance with state law and the policies of the Board of Supervisors for the University of Louisiana System.
- 6.2 Notwithstanding the above or anything else herein to the contrary, if ASSISTANT COACH-DEFENSIVE COORDINATOR receives athletically related income or benefits totaling more than \$600 per year from any source or combination of sources other than UNIVERSITY, ASSISTANT COACH-DEFENSIVE COORDINATOR must report all such income or benefits to the President through the DIRECTOR in writing at least annually on July 1st. Examples include, without limitation, income or benefits from (1) endorsement or consultation contracts with apparel companies, equipment manufacturers, or television or radio programs; (2) ownership, control, or management of a foundation, organization, or other entity; and (3) participation in athletic camps outside of those offered by UNIVERSITY (see Bylaw 11.2.2).

7.0 Compliance with NCAA, Conference and University Rules

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

Coach Initial: Admin Initial:

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

- 7.2 Pursuant to NCAA Bylaw 11.2.1, The UNIVERSITY and ASSISTANT COACH-DEFENSIVE COORDINATOR acknowledge and agree that (1) ASSISTANT COACH-DEFENSIVE COORDINATOR has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case (see NCAA Bylaw 19.2.3 for examples of full cooperation), and (2) an individual found in violation of NCAA regulations shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA infractions process (see NCAA Bylaw 19), including suspension without pay or termination of employment.
- 7.3 ASSISTANT COACH-DEFENSIVE COORDINATOR shall also abide by the State of Louisiana Code of Government Ethics, University Policy and Regulations, and the policies and regulations of the University of Louisiana System. In public appearances he/she shall at all times conduct himself/herself in a manner that befits a University official and shall always attempt to create goodwill and a good image for the UNIVERSITY.
- 7.4 ASSISTANT COACH-DEFENSIVE COORDINATOR must maintain a general understanding of and assure adherence to NCAA, Southland Conference, and Institutional rules and regulations.

8.0 Title IX and Sexual Misconduct Policy Reporting and Compliance

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

- 8.2 The University may terminate this Agreement for cause pursuant to the for-cause-termination provisions of this Agreement for any determined violation by ASSISTANT COACH-DEFENSIVE COORDINATOR for failure to report a Known Violation of:
 - (a) Title IX of the Education Amendments of 1972;
 - (b) The University's Sexual Misconduct Policy; or
 - (c) The University of Louisiana System's Sexual Misconduct Policy.

9.0 Termination

- 9.1 The HEAD FOOTBALL COACH may recommend termination of ASSISTANT COACH-DEFENSIVE COORDINATOR to the President with the approval of the Athletic Director. In the event the UNIVERSITY terminates the Contract without cause, the ASSISTANT COACH-DEFENSIVE COORDINATOR shall be entitled to the base salary specified in Section 3.1, Section 3.2 and Section 3.3 for the remainder of the term specified in Section 2.1. If the University chooses to terminate the ASSISTANT COACH-DEFENSIVE COORDINATOR at any time during this contract, payments to the coach will be made as follows:
 - (a) The University shall pay the amount of base salary owed to ASSISTANT COACH-DEFENSIVE COORDINATOR as outlined in Section 3.1 and 3.2 from the date of termination to the end of the fiscal year in which the ASSISTANT COACH-DEFENSIVE COORDINATOR is terminated.
 - (b) The remaining portion of money owed to ASSISTANT COACH-DEFENSIVE COORDINATOR as outlined in Section 3.1 and 3.2 for the period after the fiscal year in which the ASSISTANT COACH is terminated shall be paid by the Lion Athletics Association (LAA).
 - (c) The LAA shall also pay remaining of money owed to ASSISTANT COACH-DEFENSIVE COORDINATOR as outlined in Section 3.3.
- 9.2 ASSISTANT COACH-DEFENSIVE COORDINATOR may be terminated by the HEAD FOOTBALL COACH for cause at any time for:
 - (a) Misconduct, including but not limited to: hostile workplace violations, documented acts of moral turpitude, acts of violence and aggression, and insubordination.
 - (b) Misconduct that: (1) violates state or University ethics laws, rules or regulations; (2) offends the ethics or traditions of the University; or (3)

Coach Initial: MAdmin Initial:

- brings discredit or harm to the reputation of the University. This would include speaking negatively in the community about the UNIVERSITY, its Administration, and/or Staff.
- (c) Acts of violence or personal conduct, or condoning or encouraging employees or student-athletes in such conduct, which may not warrant criminal prosecution but result in public disrepute, contempt, scandal or ridicule that reflects unfavorably upon the reputation or mission of the University.
- (d) Substantial and manifest incompetence
- (e) Violation or gross disregard of state or federal laws
- (f) Deliberate and serious violations of NCAA, conference, or UNIVERSITY rules, regulations, policies or procedures.
- (g) Failure to promote an atmosphere of compliance pursuant to NCAA Bylaw 11.1.1
- (h) Unethical conduct pursuant to NCAA Bylaw 10.1
- (i) Any determined violation of Title IX of the Education Amendments of 1972.
- 9.3 All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination. The judgment as to whether the conduct of ASSISTANT COACH-DEFENSIVE COORDINATOR constitutes cause under this provision shall not be exercised arbitrarily, capriciously or in a discriminatory manner by the UNIVERSITY. No damages shall be due if termination is for just cause.
- 9.4 In the event that ASSISTANT COACH-DEFENSIVE COORDINATOR terminates the contract to take another coaching job between the dates of July 31, 2025 and October 31, 2025, the ASSISTANT COACH DEFENSIVE COORDINATOR will be liable to pay the University \$10,000 upon resignation.
- 9.5 Either party may opt to terminate this contract in the event that UNIVERSITY's athletics program undergoes a division reclassification.
- 9.6 This contract may be terminated at any time should the UNIVERSITY discontinue the FOOTBALL program. Such a termination can be based on considerations of budgetary

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restrictions and/or priorities for maintenance of program and services. In the event of such termination, DEFENSIVE COORDINATOR will receive a 90 calendar day notice of termination or 90 days of regular pay in lieu of such notice, as determined by the UNIVERSITY. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination.

- 9.7 ASSISTANT COACH-DEFENSIVE COORDINATOR may be terminated at any time due to the financial circumstances in which the University and/or the University of Louisiana System has declaration of financial exigency. Such a termination can be based on consideration of budgetary restrictions, and priorities for maintenance of program and services. In the event of such termination, ASSISTANT COACH-DEFENSIVE COORDINATOR will receive a 90 calendar day notice of termination or 90 days of regular pay in lieu of such notice, as determined by the UNIVERSITY. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination.
 - Any violation of this contract is grounds for dismissal with cause. 9.8

10.0 Force Majeure

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

11.0 Severability

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

Jay Artigues

PRESIDENT -Dr. William S. Wainwright Southeastern Louisiana University

Admin Initial:

DIRECTOR OF ATHLETICS

Billy D'Ottavio Date
ASSISTANT FOOTBALL COACH/ DEFENSIVE

COORDINATOR

PRESIDENT

LION ATHLETI

SOCIATION

BETWEEN:

STATE OF LOUISIANA

PARISH OF TANGIPAHOA

Southeastern Louisiana University AND

Lion Athletics Association AND

DEFENSIVE COORDINATOR

AGREEMENT DEFENSIVE COORDINATOR

This is an agreement between the Lions Athletic Association, Southeastern Louisiana University, and Billy D'Ottavio, the University DEFENSIVE COORDINATOR.

1.0

The Lion Athletics Association desires to assist and aid Southeastern Louisiana University in the employment of the ASSISTANT COACH DEFENSIVE COORDINATOR. To that end, the Lion Athletics Association agrees to pay any sums which may be due upon the termination of the ASSISTANT COACH DEFENSIVE COORDINATOR as per the Termination Section 9.0. This does not include any sums which may be due to ASSISTANT COACH DEFENSIVE COORDINATOR by the University for the current contract year.

2.0

The Lion Athletics Association acknowledges that it has agreed to pay or supplement the salary of the ASSISTANT COACH DEFENSIVE COORDINATOR in the amount as per the Compensation Section 3.3, 3.4, and 4.0 of the ASSISTANT COACH DEFENSIVE COORDINATOR's Contract of Employment with Southeastern Louisiana University.

3.0

The Lion Athletics Association and ASSISTANT COACH DEFENSIVE COORDINATOR hereby acknowledge that they have been provided a copy of this agreement and the ASSISTANT COACH DEFENSIVE COORDINATOR's contract, and all agree to be bound

Coach Initial: Admin Initial:

by the terms of each a	greement.	
Entered into this	day of	
		William S. Wainwright 4/1/25 PRESIDENT -Dr. William S. Wainwright Date Southeastern Louisiana University
		Jay Artigues Date ATHLETICS DIRECTOR
		Billy D'Ottavio Date ASSISTANT FOOTBALL COACH/ DEFENSIVE
		PRESIDENT Date LION ATHLETICS ASSOCIATION

CONTRACT OF EMPLOYMENT ASSISTANT FOOTBALL COACH

STATE OF LOUISIANA PARISH OF TANGIPAHOA

This agreement is made and entered into on this <u>1st</u> day of <u>March</u>, <u>2025</u> between Southeastern Louisiana University through its President, Dr. William Wainwright and Ross Jenkins (hereinafter referred to as "ASSISTANT COACH"). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for Southeastern Louisiana University, and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the Board.

1.0 Employment

- 1.1 Southeastern Louisiana University ("UNIVERSITY") does hereby employ COACH as ASSISTANT FOOTBALL COACH and ASSISTANT COACH does hereby accept employment and agrees to perform all of the services pertaining to FOOTBALL which are required of ASSISTANT COACH, as well as other services as may be contemplated hereunder, all as prescribed by the UNIVERSITY through its President and/or Athletics Director ("DIRECTOR").
- 1.2 ASSISTANT COACH shall be responsible, and shall report, directly to the HEAD FOOTBALL COACH or the HEAD FOOTBALL COACH's designee on all administrative and technical matters. ASSISTANT COACH shall also be under the general supervision of the UNIVERSITY's Athletic Director and President.
- 1.3 ASSISTANT COACH agrees to represent the UNIVERSITY positively in public and private forums and shall not engage in conduct that reflects adversely on the UNIVERSITY or its athletics programs.
- 1.4 ASSISTANT COACH shall inform the HEAD FOOTBALL COACH of all work-related and personal absences from campus extending beyond one day (i.e. recruiting trips, annual leave requests, speaking engagements, coaching clinics, etc.)
- 1.5 ASSISTANT COACH is aware of and sensitive to the importance of the Academic Performance Rate ("APR") and as such realizes that it will be a vital component on his/her annual evaluation. ASSISTANT COACH will be responsible for assisting in the development of and maintaining an Academic Performance Plan when required by the HEAD FOOTBALL COACH.



2.0 Term

- 2.1 The term of this agreement is for a fixed period, commencing on the <u>1st day of March, 2025</u> and terminating without further notice to ASSISTANT COACH on the <u>28th day of February, 2026</u> unless extended under the terms of this agreement.
- 2.2 This agreement is renewable solely upon an offer from the UNIVERSITY and an acceptance by ASSISTANT COACH, both of which must be in writing and signed by the (all) parties, and approved by the Board. This agreement in no way grants the ASSISTANT COACH a claim to tenure in employment, nor shall ASSISTANT COACH'S service pursuant to this agreement count in any way toward tenure at the UNIVERSITY.

3.0 Compensation

- 3.1 In consideration of ASSISTANT COACH 'S services and satisfactory performance of this agreement, the UNIVERSITY shall pay ASSISTANT COACH a base annual salary of \$71,763 for the term of this agreement on a bi-weekly basis.
- 3.2 The ASSISTANT COACH may be eligible for annual cost of living or merit pay increases in addition to the stated base salary. The ASSISTANT COACH is also subject to pay adjustments according to economic circumstances that affect all similarly compensated employees in the unclassified staff service.
- 3.3 The ASSISTANT COACH will be paid an additional annual amount of \$5,000 on a bi-weekly basis from the Lion Athletic Association Football Fund (LAA) for speaking engagements and assistance with fundraising.
- 3.4 The ASSISTANT COACH may also be eligible for additional supplemental pay as recommended by the HEAD FOOTBALL COACH and approved by the Athletic Director, Vice President for Administration & Finance, and the President. Any such supplemental pay shall be paid by the Lion Athletics Association (LAA).
- 3.5 The UNIVERSITY does not guarantee amounts due under this contract beyond the current year of performance. Should the contract be terminated for any reason amounts due shall be determined in accordance with paragraph 9.

4.0 Incentive Compensation

During the time of employment as ASSISTANT COACH, ASSISTANT COACH will have the opportunity to receive the following earned salary supplements. These salary supplements shall be subject to all mandatory withholdings and are inclusive of employer matches

for retirement and Medicare payments. The supplements shall be paid from the Lion Athletics Association. Any obligations of the Lion Athletics Association that have accrued will terminate should the coach leave the UNIVERSITY.

The potential earned salary supplements are:

- A. \$1,000.00 Conference Championship
- B. \$1,000.00 Each round of FCS Playoffs

5.0 Employee Benefits

- 5.1 ASSISTANT COACH shall participate in the mandatory benefit plan and be eligible for optional employee plans as would any other University unclassified employee.
 - 5.2 Courtesy/Leased Vehicle Benefit
 - (a) ASSISTANT COACH may receive a courtesy/leased vehicle if an arrangement can be made through a local dealership. The benefit shall not be considered earned income for the purpose of computation of retirement benefits, and ASSISTANT COACH shall be responsible for all ASSISTANT COACH applicable taxes. The University has no obligation to furnish a vehicle to ASSISTANT COACH. The arrangements for a vehicle must be made by the Athletic Director.
 - (b) Insurance on any courtesy/leased vehicle must be paid for by the dealership, the ASSISTANT COACH, or from some other arrangement agreed to by the Athletic Director.
 - (c) The ASSISTANT COACH may be reimbursed for miles driving the courtesy/leased vehicle on school-sponsored business as authorized and approved following the University of Louisiana System Athletic Travel Policy No. IA-V.(2a). The ASSISTANT COACH further agrees to abide by all rules and regulations as outlined in PPM 49.
- 5.3 For each FOOTBALL season, ASSISTANT COACH shall be entitled to a total of four (4) tickets per home FOOTBALL game and two (2) tickets to all other regular season home athletics competitions.

6.0 Outside Income-Subject to Compliance with Board Rules

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

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accordance with state law and the policies of the Board of Supervisors for the University of Louisiana System.

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

7.0 Compliance with NCAA, Conference and University Rules

- ASSISTANT COACH shall abide by the rules and regulations of the NCAA, Conference and University rules, Board of Supervisor rules, and the Laws of the State of Louisiana. ASSISTANT COACH shall also promote an atmosphere of compliance and monitor the compliance of ASSISTANT COACH's staff (NCAA Bylaw 11.1.1). If ASSISTANT COACH is found in violation of NCAA regulations, the ASSISTANT COACH shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA Bylaw 11.2.1). ASSISTANT COACH may be suspended for a period of time, without pay, or the employment of ASSISTANT COACH may be terminated if ASSISTANT COACH is found to be involved in deliberate, serious, and/or repetitive violations of NCAA, Conference and University regulations (NCAA Bylaw 11.2.1).
- 7.2 Pursuant to NCAA Bylaw 11.2.1, The UNIVERSITY and ASSISTANT COACH acknowledge and agree that (1) ASSISTANT COACH has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case (see NCAA Bylaw 19.2.3 for examples of full cooperation), and (2) an individual found in violation of NCAA regulations shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA infractions process (see NCAA Bylaw 19), including suspension without pay or termination of employment.
- 7.3 ASSISTANT COACH shall also abide by the State of Louisiana Code of Government Ethics, University Policy and Regulations, and the policies and regulations of the



University of Louisiana System. In public appearances he/she shall at all times conduct himself/herself in a manner that befits a University official and shall always attempt to create goodwill and a good image for the UNIVERSITY.

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

8.0 Title IX and Sexual Misconduct Policy Reporting and Compliance

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

9.0 Termination

- 9.1 The HEAD FOOTBALL COACH may recommend termination of ASSISTANT COACH to the President with the approval of the Athletic Director. In the event the UNIVERSITY terminates the Contract without cause, the ASSISTANT COACH shall be entitled to the base salary specified in Section 3.1, Section 3.2 and Section 3.3 for the remainder of the term specified in Section 2.1. If the University chooses to terminate the ASSISTANT COACH at any time during this contract, payments to the coach will be made as follows:
 - (a) The University shall pay the amount of base salary owed to ASSISTANT COACH as outlined in Section 3.1 and 3.2 from the date of termination to the end of the fiscal year in which the ASSISTANT COACH is terminated.



- (b) The remaining portion of money owed to ASSISTANT COACH as outlined in Section 3.1 and 3.2 for the period after the fiscal year in which the ASSISTANT COACH is terminated shall be paid by the Lion Athletics Association (LAA).
- (c) The LAA shall also pay remaining of money owed to ASSISTANT COACH as outlined in Section 3.3.
- 9.2 ASSISTANT COACH may be terminated by the HEAD FOOTBALL COACH for cause at any time for:
 - (a) Misconduct, including but not limited to: hostile workplace violations, documented acts of moral turpitude, acts of violence and aggression, and insubordination.
 - (b) Misconduct that: (1) violates state or University ethics laws, rules or regulations; (2) offends the ethics or traditions of the University; or (3) brings discredit or harm to the reputation of the University. This would include speaking negatively in the community about the UNIVERSITY, its Administration, and/or Staff.
 - (c) Acts of violence or personal conduct, or condoning or encouraging employees or student-athletes in such conduct, which may not warrant criminal prosecution but result in public disrepute, contempt, scandal or ridicule that reflects unfavorably upon the reputation or mission of the University.
 - (d) Substantial and manifest incompetence
 - (e) Violation or gross disregard of state or federal laws
 - (f) Deliberate and serious violations of NCAA, conference, or UNIVERSITY rules, regulations, policies or procedures.
 - (g) Failure to promote an atmosphere of compliance pursuant to NCAA Bylaw 11.1.1
 - (h) Unethical conduct pursuant to NCAA Bylaw 10.1
 - (i) Any determined violation of Title IX of the Education Amendments of 1972.



- 9.3 All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination. The judgment as to whether the conduct of ASSISTANT COACH constitutes cause under this provision shall not be exercised arbitrarily, capriciously or in a discriminatory manner by the UNIVERSITY. No damages shall be due if termination is for just cause.
- 9.4 In the event that ASSISTANT COACH terminates the contract to take another coaching job between the dates of July 31, 2025 and October 31, 2025, the ASSISTANT COACH will be liable to pay the University \$10,000 upon resignation.
- 9.5 Either party may opt to terminate this contract in the event that UNIVERSITY's athletics program undergoes a division reclassification.
- 9.6 This contract may be terminated at any time should the UNIVERSITY discontinue the FOOTBALL program. Such a termination can be based on considerations of budgetary restrictions and/or priorities for maintenance of program and services. In the event of such termination, COACH will receive a 90 calendar day notice of termination or 90 days of regular pay in lieu of such notice, as determined by the UNIVERSITY. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination.
- 9.7 ASSISTANT COACH may be terminated at any time due to the financial circumstances in which the University and/or the University of Louisiana System has declaration of financial exigency. Such a termination can be based on consideration of budgetary restrictions, and priorities for maintenance of program and services. In the event of such termination, ASSISTANT COACH will receive a 90 calendar day notice of termination or 90 days of regular pay in lieu of such notice, as determined by the UNIVERSITY. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination.
 - 9.8 Any violation of this contract is grounds for dismissal with cause.

10.0 Force Majeure

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

Coach Initial:	Admin Initial:
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11.0 Severability

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

PRESIDENT -Dr. William S. Wainwright Date Southeastern Louisiana University

Jay Artigues
DIRECTOR OF ATHLETICS

Ross Jenkins
ASSISTANT FOOTBALL COACH

PRESIDENT LION ATHLET C. ASSOCIATION

Coach Initial: Admin Initial:

BETWEEN:

STATE OF LOUISIANA

Southeastern Louisiana University AND

PARISH OF TANGIPAHOA

Lion Athletics Association AND

ASSISTANT FOOTBALL COACH

AGREEMENT ASSISTANT FOOTBALL COACH

This is an agreement between the Lions Athletic Association, Southeastern Louisiana University, and Ross Jenkins, the University ASSISTANT FOOTBALL COACH.

1.0

The Lion Athletics Association desires to assist and aid Southeastern Louisiana University in the employment of the ASSISTANT COACH. To that end, the Lion Athletics Association agrees to pay any sums which may be due upon the termination of the ASSISTANT COACH as per the Termination Section 9.0. This does not include any sums which may be due to ASSISTANT COACH by the University for the current contract year.

2.0

The Lion Athletics Association acknowledges that it has agreed to pay or supplement the salary of the ASSISTANT COACH in the amount as per the Compensation Section 3.3, 3.4, and 4.0 of the ASSISTANT COACH's Contract of Employment with Southeastern Louisiana University.

3.0

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

William S. Waiminght	1/1/25
PRESIDENT -Dr. William S. Wainwright Southeastern Louisiana University	Date
Jay Artigues 4	Date
ATHLETICS DIRECTOR	31/25
Ross Jenkins ASSISTANT FOOTBALL COACH	Date
PRESIDENT LION ATHLETICS ASSOCIATION	25 Date

CONTRACT OF EMPLOYMENT ASSISTANT FOOTBALL COACH

STATE OF LOUISIANA PARISH OF TANGIPAHOA

This agreement is made and entered into on this 1st day of March, 2025 between Southeastern Louisiana University through its President, Dr. William Wainwright and Dustin Landry (hereinafter referred to as "ASSISTANT COACH"). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for Southeastern Louisiana University, and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the Board.

1.0 Employment

- 1.1 Southeastern Louisiana University ("UNIVERSITY") does hereby employ COACH as ASSISTANT FOOTBALL COACH and ASSISTANT COACH does hereby accept employment and agrees to perform all of the services pertaining to FOOTBALL which are required of ASSISTANT COACH, as well as other services as may be contemplated hereunder, all as prescribed by the UNIVERSITY through its President and/or Athletics Director ("DIRECTOR").
- 1.2 ASSISTANT COACH shall be responsible, and shall report, directly to the HEAD FOOTBALL COACH or the HEAD FOOTBALL COACH's designee on all administrative and technical matters. ASSISTANT COACH shall also be under the general supervision of the UNIVERSITY's Athletic Director and President.
- 1.3 ASSISTANT COACH agrees to represent the UNIVERSITY positively in public and private forums and shall not engage in conduct that reflects adversely on the UNIVERSITY or its athletics programs.
- 1.4 ASSISTANT COACH shall inform the HEAD FOOTBALL COACH of all work-related and personal absences from campus extending beyond one day (i.e. recruiting trips, annual leave requests, speaking engagements, coaching clinics, etc.)
- 1.5 ASSISTANT COACH is aware of and sensitive to the importance of the Academic Performance Rate ("APR") and as such realizes that it will be a vital component on his/her annual evaluation. ASSISTANT COACH will be responsible for assisting in the development of and maintaining an Academic Performance Plan when required by the HEAD FOOTBALL COACH.



2.0 Term

- 2.1 The term of this agreement is for a fixed period, commencing on the <u>1st day of March, 2025</u> and terminating without further notice to ASSISTANT COACH on the <u>28th day of February, 2026</u> unless extended under the terms of this agreement.
- 2.2 This agreement is renewable solely upon an offer from the UNIVERSITY and an acceptance by ASSISTANT COACH, both of which must be in writing and signed by the (all) parties, and approved by the Board. This agreement in no way grants the ASSISTANT COACH a claim to tenure in employment, nor shall ASSISTANT COACH'S service pursuant to this agreement count in any way toward tenure at the UNIVERSITY.

3.0 Compensation

- 3.1 In consideration of ASSISTANT COACH 'S services and satisfactory performance of this agreement, the UNIVERSITY shall pay ASSISTANT COACH a base annual salary of \$59,365 for the term of this agreement on a bi-weekly basis.
- 3.2 The ASSISTANT COACH may be eligible for annual cost of living or merit pay increases in addition to the stated base salary. The ASSISTANT COACH is also subject to pay adjustments according to economic circumstances that affect all similarly compensated employees in the unclassified staff service.
- 3.3 The ASSISTANT COACH will be paid an additional annual amount of \$5,000 on a bi-weekly basis from the Lion Athletic Association Football Fund (LAA) for speaking engagements and assistance with fundraising.
- 3.4 The ASSISTANT COACH may also be eligible for additional supplemental pay as recommended by the HEAD FOOTBALL COACH and approved by the Athletic Director, Vice President for Administration & Finance, and the President. Any such supplemental pay shall be paid by the Lion Athletics Association (LAA).
- 3.5 The UNIVERSITY does not guarantee amounts due under this contract beyond the current year of performance. Should the contract be terminated for any reason amounts due shall be determined in accordance with paragraph 9.

4.0 Incentive Compensation

During the time of employment as ASSISTANT COACH, ASSISTANT COACH will have the opportunity to receive the following earned salary supplements. These salary supplements shall be subject to all mandatory withholdings and are inclusive of employer matches

for retirement and Medicare payments. The supplements shall be paid from the Lion Athletics Association. Any obligations of the Lion Athletics Association that have accrued will terminate should the coach leave the UNIVERSITY.

The potential earned salary supplements are:

- A. \$1,000.00 Conference Championship
- B. \$1,000.00 Each round of FCS Playoffs

5.0 Employee Benefits

- 5.1 ASSISTANT COACH shall participate in the mandatory benefit plan and be eligible for optional employee plans as would any other University unclassified employee.
 - 5.2 Courtesy/Leased Vehicle Benefit
 - (a) ASSISTANT COACH may receive a courtesy/leased vehicle if an arrangement can be made through a local dealership. The benefit shall not be considered earned income for the purpose of computation of retirement benefits, and ASSISTANT COACH shall be responsible for all ASSISTANT COACH applicable taxes. The University has no obligation to furnish a vehicle to ASSISTANT COACH. The arrangements for a vehicle must be made by the Athletic Director.
 - (b) Insurance on any courtesy/leased vehicle must be paid for by the dealership, the ASSISTANT COACH, or from some other arrangement agreed to by the Athletic Director.
 - (c) The ASSISTANT COACH may be reimbursed for miles driving the courtesy/leased vehicle on school-sponsored business as authorized and approved following the University of Louisiana System Athletic Travel Policy No. IA-V.(2a). The ASSISTANT COACH further agrees to abide by all rules and regulations as outlined in PPM 49.
- 5.3 For each FOOTBALL season, ASSISTANT COACH shall be entitled to a total of four (4) tickets per home FOOTBALL game and two (2) tickets to all other regular season home athletics competitions.

6.0 Outside Income-Subject to Compliance with Board Rules

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

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accordance with state law and the policies of the Board of Supervisors for the University of Louisiana System.

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

7.0 Compliance with NCAA, Conference and University Rules

- ASSISTANT COACH shall abide by the rules and regulations of the NCAA, Conference and University rules, Board of Supervisor rules, and the Laws of the State of Louisiana. ASSISTANT COACH shall also promote an atmosphere of compliance and monitor the compliance of ASSISTANT COACH's staff (NCAA Bylaw 11.1.1). If ASSISTANT COACH is found in violation of NCAA regulations, the ASSISTANT COACH shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA Bylaw 11.2.1). ASSISTANT COACH may be suspended for a period of time, without pay, or the employment of ASSISTANT COACH may be terminated if ASSISTANT COACH is found to be involved in deliberate, serious, and/or repetitive violations of NCAA, Conference and University regulations (NCAA Bylaw 11.2.1).
- 7.2 Pursuant to NCAA Bylaw 11.2.1, The UNIVERSITY and ASSISTANT COACH acknowledge and agree that (1) ASSISTANT COACH has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case (see NCAA Bylaw 19.2.3 for examples of full cooperation), and (2) an individual found in violation of NCAA regulations shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA infractions process (see NCAA Bylaw 19), including suspension without pay or termination of employment.
- 7.3 ASSISTANT COACH shall also abide by the State of Louisiana Code of Government Ethics, University Policy and Regulations, and the policies and regulations of the



University of Louisiana System. In public appearances he/she shall at all times conduct himself/herself in a manner that befits a University official and shall always attempt to create goodwill and a good image for the UNIVERSITY.

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

8.0 Title IX and Sexual Misconduct Policy Reporting and Compliance

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

9.0 Termination

9.1 The HEAD FOOTBALL COACH may recommend termination of ASSISTANT COACH to the President with the approval of the Athletic Director. In the event the UNIVERSITY terminates the Contract without cause, the ASSISTANT COACH shall be entitled to the base salary specified in Section 3.1, Section 3.2 and Section 3.3 for the remainder of the term specified in Section 2.1. If the University chooses to terminate the ASSISTANT COACH at any time during this contract, payments to the coach will be made as follows:

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(a) The University shall pay the amount of base salary owed to ASSISTANT COACH as outlined in Section 3.1 and 3.2 from the date of termination to the end of the fiscal year in which the ASSISTANT COACH is terminated.

- (b) The remaining portion of money owed to ASSISTANT COACH as outlined in Section 3.1 and 3.2 for the period after the fiscal year in which the ASSISTANT COACH is terminated shall be paid by the Lion Athletics Association (LAA).
- (c) The LAA shall also pay remaining of money owed to ASSISTANT COACH as outlined in Section 3.3.
- 9.2 ASSISTANT COACH may be terminated by the HEAD FOOTBALL COACH for cause at any time for:
 - (a) Misconduct, including but not limited to: hostile workplace violations, documented acts of moral turpitude, acts of violence and aggression, and insubordination.
 - (b) Misconduct that: (1) violates state or University ethics laws, rules or regulations; (2) offends the ethics or traditions of the University; or (3) brings discredit or harm to the reputation of the University. This would include speaking negatively in the community about the UNIVERSITY, its Administration, and/or Staff.
 - (c) Acts of violence or personal conduct, or condoning or encouraging employees or student-athletes in such conduct, which may not warrant criminal prosecution but result in public disrepute, contempt, scandal or ridicule that reflects unfavorably upon the reputation or mission of the University.
 - (d) Substantial and manifest incompetence
 - (e) Violation or gross disregard of state or federal laws
 - (f) Deliberate and serious violations of NCAA, conference, or UNIVERSITY rules, regulations, policies or procedures.
 - (g) Failure to promote an atmosphere of compliance pursuant to NCAA Bylaw 11.1.1
 - (h) Unethical conduct pursuant to NCAA Bylaw 10.1
 - (i) Any determined violation of Title IX of the Education Amendments of 1972.

- 9.3 All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination. The judgment as to whether the conduct of ASSISTANT COACH constitutes cause under this provision shall not be exercised arbitrarily, capriciously or in a discriminatory manner by the UNIVERSITY. No damages shall be due if termination is for just cause.
- 9.4 In the event that ASSISTANT COACH terminates the contract to take another coaching job between the dates of July 31, 2025 and October 31, 2025, the ASSISTANT COACH will be liable to pay the University \$10,000 upon resignation.
- 9.5 Either party may opt to terminate this contract in the event that UNIVERSITY's athletics program undergoes a division reclassification.
- 9.6 This contract may be terminated at any time should the UNIVERSITY discontinue the FOOTBALL program. Such a termination can be based on considerations of budgetary restrictions and/or priorities for maintenance of program and services. In the event of such termination, COACH will receive a 90 calendar day notice of termination or 90 days of regular pay in lieu of such notice, as determined by the UNIVERSITY. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination.
- 9.7 ASSISTANT COACH may be terminated at any time due to the financial circumstances in which the University and/or the University of Louisiana System has declaration of financial exigency. Such a termination can be based on consideration of budgetary restrictions, and priorities for maintenance of program and services. In the event of such termination, ASSISTANT COACH will receive a 90 calendar day notice of termination or 90 days of regular pay in lieu of such notice, as determined by the UNIVERSITY. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination.
 - 9.8 Any violation of this contract is grounds for dismissal with cause.

10.0 Force Majeure

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



11.0 Severability

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

William S. Wainwright Date
Southeastern Louisiana University

Jay Artigues
Director OF ATHLETICS

Dustin Landry

ASSISTANT FOOTBALL COACH

03/31/2025

ASSOCIATION

BETWEEN:

STATE OF LOUISIANA

Southeastern Louisiana University AND

PARISH OF TANGIPAHOA

Lion Athletics Association AND

ASSISTANT FOOTBALL COACH

AGREEMENT ASSISTANT FOOTBALL COACH

This is an agreement between the Lions Athletic Association, Southeastern Louisiana University, and Dustin Landry, the University ASSISTANT FOOTBALL COACH.

1.0

The Lion Athletics Association desires to assist and aid Southeastern Louisiana University in the employment of the ASSISTANT COACH. To that end, the Lion Athletics Association agrees to pay any sums which may be due upon the termination of the ASSISTANT COACH as per the Termination Section 9.0. This does not include any sums which may be due to ASSISTANT COACH by the University for the current contract year.

2.0

The Lion Athletics Association acknowledges that it has agreed to pay or supplement the salary of the ASSISTANT COACH in the amount as per the Compensation Section 3.3, 3.4, and 4.0 of the ASSISTANT COACH's Contract of Employment with Southeastern Louisiana University.

3.0

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

Entered into this	day of	, 20	
		William S. W. PRESIDENT -Dr. William Southeastern Louisiana Uni	S. Wainwright Date
		Jay Artigues ATHLETICS DIRECTOR	Date
		Dustin Landry ASSISTANT POOTBALL	3 31 25 Date
		PRESIDENT LION ATHLETICS ASSOC	03/31/2025 Date

CONTRACT OF EMPLOYMENT ASSISTANT FOOTBALL COACH

STATE OF LOUISIANA PARISH OF TANGIPAHOA

This agreement is made and entered into on this 1st day of March, 2025 between Southeastern Louisiana University through its President, Dr. William Wainwright and Trey Nunez (hereinafter referred to as "ASSISTANT COACH"). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for Southeastern Louisiana University, and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the Board.

1.0 Employment

- 1.1 Southeastern Louisiana University ("UNIVERSITY") does hereby employ COACH as ASSISTANT FOOTBALL COACH and ASSISTANT COACH does hereby accept employment and agrees to perform all of the services pertaining to FOOTBALL which are required of ASSISTANT COACH, as well as other services as may be contemplated hereunder, all as prescribed by the UNIVERSITY through its President and/or Athletics Director ("DIRECTOR").
- 1.2 ASSISTANT COACH shall be responsible, and shall report, directly to the HEAD FOOTBALL COACH or the HEAD FOOTBALL COACH's designee on all administrative and technical matters. ASSISTANT COACH shall also be under the general supervision of the UNIVERSITY's Athletic Director and President.
- 1.3 ASSISTANT COACH agrees to represent the UNIVERSITY positively in public and private forums and shall not engage in conduct that reflects adversely on the UNIVERSITY or its athletics programs.
- 1.4 ASSISTANT COACH shall inform the HEAD FOOTBALL COACH of all work-related and personal absences from campus extending beyond one day (i.e. recruiting trips, annual leave requests, speaking engagements, coaching clinics, etc.)
- 1.5 ASSISTANT COACH is aware of and sensitive to the importance of the Academic Performance Rate ("APR") and as such realizes that it will be a vital component on his/her annual evaluation. ASSISTANT COACH will be responsible for assisting in the development of and maintaining an Academic Performance Plan when required by the HEAD FOOTBALL COACH.



2.0 Term

- 2.1 The term of this agreement is for a fixed period, commencing on the <u>1st day of March</u>, <u>2025</u> and terminating without further notice to ASSISTANT COACH on the <u>28th day of February</u>, <u>2026</u> unless extended under the terms of this agreement.
- 2.2 This agreement is renewable solely upon an offer from the UNIVERSITY and an acceptance by ASSISTANT COACH, both of which must be in writing and signed by the (all) parties, and approved by the Board. This agreement in no way grants the ASSISTANT COACH a claim to tenure in employment, nor shall ASSISTANT COACH'S service pursuant to this agreement count in any way toward tenure at the UNIVERSITY.

3.0 Compensation

- 3.1 In consideration of ASSISTANT COACH 'S services and satisfactory performance of this agreement, the UNIVERSITY shall pay ASSISTANT COACH a base annual salary of \$42,000 for the term of this agreement on a bi-weekly basis.
- 3.2 The ASSISTANT COACH may be eligible for annual cost of living or merit pay increases in addition to the stated base salary. The ASSISTANT COACH is also subject to pay adjustments according to economic circumstances that affect all similarly compensated employees in the unclassified staff service.
- 3.3 The ASSISTANT COACH will be paid an additional annual amount of \$2,000 on a bi-weekly basis from the Lion Athletic Association Football Fund (LAA) for speaking engagements and assistance with fundraising.
- 3.4 The ASSISTANT COACH may also be eligible for additional supplemental pay as recommended by the HEAD FOOTBALL COACH and approved by the Athletic Director, Vice President for Administration & Finance, and the President. Any such supplemental pay shall be paid by the Lion Athletics Association (LAA).
- 3.5 The UNIVERSITY does not guarantee amounts due under this contract beyond the current year of performance. Should the contract be terminated for any reason amounts due shall be determined in accordance with paragraph 9.

4.0 Incentive Compensation

During the time of employment as ASSISTANT COACH, ASSISTANT COACH will have the opportunity to receive the following earned salary supplements. These salary supplements shall be subject to all mandatory withholdings and are inclusive of employer matches

for retirement and Medicare payments. The supplements shall be paid from the Lion Athletics Association. Any obligations of the Lion Athletics Association that have accrued will terminate should the coach leave the UNIVERSITY.

The potential earned salary supplements are:

- A. \$1,000.00 Conference Championship
- B. \$1,000.00 Each round of FCS Playoffs

5.0 Employee Benefits

- 5.1 ASSISTANT COACH shall participate in the mandatory benefit plan and be eligible for optional employee plans as would any other University unclassified employee.
 - 5.2 Courtesy/Leased Vehicle Benefit
 - (a) ASSISTANT COACH may receive a courtesy/leased vehicle if an arrangement can be made through a local dealership. The benefit shall not be considered earned income for the purpose of computation of retirement benefits, and ASSISTANT COACH shall be responsible for all ASSISTANT COACH applicable taxes. The University has no obligation to furnish a vehicle to ASSISTANT COACH. The arrangements for a vehicle must be made by the Athletic Director.
 - (b) Insurance on any courtesy/leased vehicle must be paid for by the dealership, the ASSISTANT COACH, or from some other arrangement agreed to by the Athletic Director.
 - (c) The ASSISTANT COACH may be reimbursed for miles driving the courtesy/leased vehicle on school-sponsored business as authorized and approved following the University of Louisiana System Athletic Travel Policy No. IA-V.(2a). The ASSISTANT COACH further agrees to abide by all rules and regulations as outlined in PPM 49.
- 5.3 For each FOOTBALL season, ASSISTANT COACH shall be entitled to a total of four (4) tickets per home FOOTBALL game and two (2) tickets to all other regular season home athletics competitions.

6.0 Outside Income-Subject to Compliance with Board Rules

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

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accordance with state law and the policies of the Board of Supervisors for the University of Louisiana System.

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

7.0 Compliance with NCAA, Conference and University Rules

- ASSISTANT COACH shall abide by the rules and regulations of the NCAA, Conference and University rules, Board of Supervisor rules, and the Laws of the State of Louisiana. ASSISTANT COACH shall also promote an atmosphere of compliance and monitor the compliance of ASSISTANT COACH's staff (NCAA Bylaw 11.1.1). If ASSISTANT COACH is found in violation of NCAA regulations, the ASSISTANT COACH shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA Bylaw 11.2.1). ASSISTANT COACH may be suspended for a period of time, without pay, or the employment of ASSISTANT COACH may be terminated if ASSISTANT COACH is found to be involved in deliberate, serious, and/or repetitive violations of NCAA, Conference and University regulations (NCAA Bylaw 11.2.1).
- 7.2 Pursuant to NCAA Bylaw 11.2.1, The UNIVERSITY and ASSISTANT COACH acknowledge and agree that (1) ASSISTANT COACH has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case (see NCAA Bylaw 19.2.3 for examples of full cooperation), and (2) an individual found in violation of NCAA regulations shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA infractions process (see NCAA Bylaw 19), including suspension without pay or termination of employment.
- 7.3 ASSISTANT COACH shall also abide by the State of Louisiana Code of Government Ethics, University Policy and Regulations, and the policies and regulations of the



University of Louisiana System. In public appearances he/she shall at all times conduct himself/herself in a manner that befits a University official and shall always attempt to create goodwill and a good image for the UNIVERSITY.

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

8.0 Title IX and Sexual Misconduct Policy Reporting and Compliance

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

9.0 Termination

- 9.1 The HEAD FOOTBALL COACH may recommend termination of ASSISTANT COACH to the President with the approval of the Athletic Director. In the event the UNIVERSITY terminates the Contract without cause, the ASSISTANT COACH shall be entitled to the base salary specified in Section 3.1, Section 3.2 and Section 3.3 for the remainder of the term specified in Section 2.1. If the University chooses to terminate the ASSISTANT COACH at any time during this contract, payments to the coach will be made as follows:
 - (a) The University shall pay the amount of base salary owed to ASSISTANT COACH as outlined in Section 3.1 and 3.2 from the date of termination to the end of the fiscal year in which the ASSISTANT COACH is terminated.



- (b) The remaining portion of money owed to ASSISTANT COACH as outlined in Section 3.1 and 3.2 for the period after the fiscal year in which the ASSISTANT COACH is terminated shall be paid by the Lion Athletics Association (LAA).
- (c) The LAA shall also pay remaining of money owed to ASSISTANT COACH as outlined in Section 3.3.
- 9.2 ASSISTANT COACH may be terminated by the HEAD FOOTBALL COACH for cause at any time for:
 - (a) Misconduct, including but not limited to: hostile workplace violations, documented acts of moral turpitude, acts of violence and aggression, and insubordination.
 - (b) Misconduct that: (1) violates state or University ethics laws, rules or regulations; (2) offends the ethics or traditions of the University; or (3) brings discredit or harm to the reputation of the University. This would include speaking negatively in the community about the UNIVERSITY, its Administration, and/or Staff.
 - (c) Acts of violence or personal conduct, or condoning or encouraging employees or student-athletes in such conduct, which may not warrant criminal prosecution but result in public disrepute, contempt, scandal or ridicule that reflects unfavorably upon the reputation or mission of the University.
 - (d) Substantial and manifest incompetence
 - (e) Violation or gross disregard of state or federal laws
 - (f) Deliberate and serious violations of NCAA, conference, or UNIVERSITY rules, regulations, policies or procedures.
 - (g) Failure to promote an atmosphere of compliance pursuant to NCAA Bylaw 11.1.1
 - (h) Unethical conduct pursuant to NCAA Bylaw 10.1
 - (i) Any determined violation of Title IX of the Education Amendments of 1972.



- 9.3 All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination. The judgment as to whether the conduct of ASSISTANT COACH constitutes cause under this provision shall not be exercised arbitrarily, capriciously or in a discriminatory manner by the UNIVERSITY. No damages shall be due if termination is for just cause.
- 9.4 In the event that ASSISTANT COACH terminates the contract to take another coaching job between the dates of July 31, 2025 and October 31, 2025, the ASSISTANT COACH will be liable to pay the University \$10,000 upon resignation.
- 9.5 Either party may opt to terminate this contract in the event that UNIVERSITY's athletics program undergoes a division reclassification.
- 9.6 This contract may be terminated at any time should the UNIVERSITY discontinue the FOOTBALL program. Such a termination can be based on considerations of budgetary restrictions and/or priorities for maintenance of program and services. In the event of such termination, COACH will receive a 90 calendar day notice of termination or 90 days of regular pay in lieu of such notice, as determined by the UNIVERSITY. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination.
- 9.7 ASSISTANT COACH may be terminated at any time due to the financial circumstances in which the University and/or the University of Louisiana System has declaration of financial exigency. Such a termination can be based on consideration of budgetary restrictions, and priorities for maintenance of program and services. In the event of such termination, ASSISTANT COACH will receive a 90 calendar day notice of termination or 90 days of regular pay in lieu of such notice, as determined by the UNIVERSITY. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination.
 - 9.8 Any violation of this contract is grounds for dismissal with cause.

10.0 Force Majeure

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

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11.0 Severability

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

PRESIDENT -Dr. William S. Wainwright Date
Southeastern Louisiana University

Jay Artigues
Director of Athletics

Trey Nunez
ASSISTANT PROTBALL COACH

PRESIDENT
LION ATHLETICS Date

Date

Date

Date

Date

BETWEEN:

STATE OF LOUISIANA

Southeastern Louisiana University AND

PARISH OF TANGIPAHOA

Lion Athletics Association AND

ASSISTANT FOOTBALL COACH

AGREEMENT ASSISTANT FOOTBALL COACH

This is an agreement between the Lions Athletic Association, Southeastern Louisiana University, and Trey Nunez, the University ASSISTANT FOOTBALL COACH.

1.0

The Lion Athletics Association desires to assist and aid Southeastern Louisiana University in the employment of the ASSISTANT COACH. To that end, the Lion Athletics Association agrees to pay any sums which may be due upon the termination of the ASSISTANT COACH as per the Termination Section 9.0. This does not include any sums which may be due to ASSISTANT COACH by the University for the current contract year.

2.0

The Lion Athletics Association acknowledges that it has agreed to pay or supplement the salary of the ASSISTANT COACH in the amount as per the Compensation Section 3.3, 3.4, and 4.0 of the ASSISTANT COACH's Contract of Employment with Southeastern Louisiana University.

3.0

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

Coach Initial: Admin Initial:

Entered into this day of	, 20	
	William S. Wainer PRESIDENT -Dr. William S. Wainer Southeastern Louisiana University	wright Date
	Jay Artigues ATHLETICS DIRECTOR	Date
	Trey Nunez ASSISTANT FOOTBALL COACH	Date
	PRESIDENT	03/31/2075 Date

CONTRACT OF EMPLOYMENT ASSISTANT FOOTBALL COACH

STATE OF LOUISIANA PARISH OF TANGIPAHOA

This agreement is made and entered into on this 1st day of March, 2025 between Southeastern Louisiana University through its President, Dr. William Wainwright and Tom Rinaldi (hereinafter referred to as "ASSISTANT COACH"). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for Southeastern Louisiana University, and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the Board.

1.0 Employment

- 1.1 Southeastern Louisiana University ("UNIVERSITY") does hereby employ COACH as ASSISTANT FOOTBALL COACH and ASSISTANT COACH does hereby accept employment and agrees to perform all of the services pertaining to FOOTBALL which are required of ASSISTANT COACH, as well as other services as may be contemplated hereunder, all as prescribed by the UNIVERSITY through its President and/or Athletics Director ("DIRECTOR").
- 1.2 ASSISTANT COACH shall be responsible, and shall report, directly to the HEAD FOOTBALL COACH or the HEAD FOOTBALL COACH's designee on all administrative and technical matters. ASSISTANT COACH shall also be under the general supervision of the UNIVERSITY's Athletic Director and President.
- 1.3 ASSISTANT COACH agrees to represent the UNIVERSITY positively in public and private forums and shall not engage in conduct that reflects adversely on the UNIVERSITY or its athletics programs.
- 1.4 ASSISTANT COACH shall inform the HEAD FOOTBALL COACH of all work-related and personal absences from campus extending beyond one day (i.e. recruiting trips, annual leave requests, speaking engagements, coaching clinics, etc.)
- 1.5 ASSISTANT COACH is aware of and sensitive to the importance of the Academic Performance Rate ("APR") and as such realizes that it will be a vital component on his/her annual evaluation. ASSISTANT COACH will be responsible for assisting in the development of and maintaining an Academic Performance Plan when required by the HEAD FOOTBALL COACH.



2.0 Term

- 2.1 The term of this agreement is for a fixed period, commencing on the <u>1st day of March</u>, <u>2025</u> and terminating without further notice to ASSISTANT COACH on the <u>28th day of February</u>, <u>2026</u> unless extended under the terms of this agreement.
- 2.2 This agreement is renewable solely upon an offer from the UNIVERSITY and an acceptance by ASSISTANT COACH, both of which must be in writing and signed by the (all) parties, and approved by the Board. This agreement in no way grants the ASSISTANT COACH a claim to tenure in employment, nor shall ASSISTANT COACH'S service pursuant to this agreement count in any way toward tenure at the UNIVERSITY.

3.0 Compensation

- 3.1 In consideration of ASSISTANT COACH 'S services and satisfactory performance of this agreement, the UNIVERSITY shall pay ASSISTANT COACH a base annual salary of \$49,000 for the term of this agreement on a bi-weekly basis.
- 3.2 The ASSISTANT COACH may be eligible for annual cost of living or merit pay increases in addition to the stated base salary. The ASSISTANT COACH is also subject to pay adjustments according to economic circumstances that affect all similarly compensated employees in the unclassified staff service.
- 3.3 The ASSISTANT COACH will be paid an additional annual amount of \$5,000 on a bi-weekly basis from the Lion Athletic Association Football Fund (LAA) for speaking engagements and assistance with fundraising.
- 3.4 The ASSISTANT COACH may also be eligible for additional supplemental pay as recommended by the HEAD FOOTBALL COACH and approved by the Athletic Director, Vice President for Administration & Finance, and the President. Any such supplemental pay shall be paid by the Lion Athletics Association (LAA).
- 3.5 The UNIVERSITY does not guarantee amounts due under this contract beyond the current year of performance. Should the contract be terminated for any reason amounts due shall be determined in accordance with paragraph 9.

4.0 Incentive Compensation

During the time of employment as ASSISTANT COACH, ASSISTANT COACH will have the opportunity to receive the following earned salary supplements. These salary supplements shall be subject to all mandatory withholdings and are inclusive of employer matches



for retirement and Medicare payments. The supplements shall be paid from the Lion Athletics Association. Any obligations of the Lion Athletics Association that have accrued will terminate should the coach leave the UNIVERSITY.

The potential earned salary supplements are:

- A. \$1,000.00 Conference Championship
- B. \$1,000.00 Each round of FCS Playoffs

5.0 Employee Benefits

- 5.1 ASSISTANT COACH shall participate in the mandatory benefit plan and be eligible for optional employee plans as would any other University unclassified employee.
 - 5.2 Courtesy/Leased Vehicle Benefit
 - (a) ASSISTANT COACH may receive a courtesy/leased vehicle if an arrangement can be made through a local dealership. The benefit shall not be considered earned income for the purpose of computation of retirement benefits, and ASSISTANT COACH shall be responsible for all ASSISTANT COACH applicable taxes. The University has no obligation to furnish a vehicle to ASSISTANT COACH. The arrangements for a vehicle must be made by the Athletic Director.
 - (b) Insurance on any courtesy/leased vehicle must be paid for by the dealership, the ASSISTANT COACH, or from some other arrangement agreed to by the Athletic Director.
 - (c) The ASSISTANT COACH may be reimbursed for miles driving the courtesy/leased vehicle on school-sponsored business as authorized and approved following the University of Louisiana System Athletic Travel Policy No. IA-V.(2a). The ASSISTANT COACH further agrees to abide by all rules and regulations as outlined in PPM 49.
- 5.3 For each FOOTBALL season, ASSISTANT COACH shall be entitled to a total of four (4) tickets per home FOOTBALL game and two (2) tickets to all other regular season home athletics competitions.

6.0 Outside Income-Subject to Compliance with Board Rules

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

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			11.7	-

accordance with state law and the policies of the Board of Supervisors for the University of Louisiana System.

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

7.0 Compliance with NCAA, Conference and University Rules

- ASSISTANT COACH shall abide by the rules and regulations of the NCAA, Conference and University rules, Board of Supervisor rules, and the Laws of the State of Louisiana. ASSISTANT COACH shall also promote an atmosphere of compliance and monitor the compliance of ASSISTANT COACH's staff (NCAA Bylaw 11.1.1). If ASSISTANT COACH is found in violation of NCAA regulations, the ASSISTANT COACH shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA Bylaw 11.2.1). ASSISTANT COACH may be suspended for a period of time, without pay, or the employment of ASSISTANT COACH may be terminated if ASSISTANT COACH is found to be involved in deliberate, serious, and/or repetitive violations of NCAA, Conference and University regulations (NCAA Bylaw 11.2.1).
- 7.2 Pursuant to NCAA Bylaw 11.2.1, The UNIVERSITY and ASSISTANT COACH acknowledge and agree that (1) ASSISTANT COACH has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case (see NCAA Bylaw 19.2.3 for examples of full cooperation), and (2) an individual found in violation of NCAA regulations shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA infractions process (see NCAA Bylaw 19), including suspension without pay or termination of employment.
- 7.3 ASSISTANT COACH shall also abide by the State of Louisiana Code of Government Ethics, University Policy and Regulations, and the policies and regulations of the



University of Louisiana System. In public appearances he/she shall at all times conduct himself/herself in a manner that befits a University official and shall always attempt to create goodwill and a good image for the UNIVERSITY.

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

8.0 Title IX and Sexual Misconduct Policy Reporting and Compliance

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

9.0 Termination

- 9.1 The HEAD FOOTBALL COACH may recommend termination of ASSISTANT COACH to the President with the approval of the Athletic Director. In the event the UNIVERSITY terminates the Contract without cause, the ASSISTANT COACH shall be entitled to the base salary specified in Section 3.1, Section 3.2 and Section 3.3 for the remainder of the term specified in Section 2.1. If the University chooses to terminate the ASSISTANT COACH at any time during this contract, payments to the coach will be made as follows:
 - (a) The University shall pay the amount of base salary owed to ASSISTANT COACH as outlined in Section 3.1 and 3.2 from the date of termination to the end of the fiscal year in which the ASSISTANT COACH is terminated.



- (b) The remaining portion of money owed to ASSISTANT COACH as outlined in Section 3.1 and 3.2 for the period after the fiscal year in which the ASSISTANT COACH is terminated shall be paid by the Lion Athletics Association (LAA).
- (c) The LAA shall also pay remaining of money owed to ASSISTANT COACH as outlined in Section 3.3.
- 9.2 ASSISTANT COACH may be terminated by the HEAD FOOTBALL COACH for cause at any time for:
 - (a) Misconduct, including but not limited to: hostile workplace violations, documented acts of moral turpitude, acts of violence and aggression, and insubordination.
 - (b) Misconduct that: (1) violates state or University ethics laws, rules or regulations; (2) offends the ethics or traditions of the University; or (3) brings discredit or harm to the reputation of the University. This would include speaking negatively in the community about the UNIVERSITY, its Administration, and/or Staff.
 - (c) Acts of violence or personal conduct, or condoning or encouraging employees or student-athletes in such conduct, which may not warrant criminal prosecution but result in public disrepute, contempt, scandal or ridicule that reflects unfavorably upon the reputation or mission of the University.
 - (d) Substantial and manifest incompetence
 - (e) Violation or gross disregard of state or federal laws
 - (f) Deliberate and serious violations of NCAA, conference, or UNIVERSITY rules, regulations, policies or procedures.
 - (g) Failure to promote an atmosphere of compliance pursuant to NCAA Bylaw 11.1.1
 - (h) Unethical conduct pursuant to NCAA Bylaw 10.1
 - (i) Any determined violation of Title IX of the Education Amendments of 1972.

- 9.3 All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination. The judgment as to whether the conduct of ASSISTANT COACH constitutes cause under this provision shall not be exercised arbitrarily, capriciously or in a discriminatory manner by the UNIVERSITY. No damages shall be due if termination is for just cause.
- 9.4 In the event that ASSISTANT COACH terminates the contract to take another coaching job between the dates of July 31, 2025 and October 31, 2025, the ASSISTANT COACH will be liable to pay the University \$10,000 upon resignation.
- 9.5 Either party may opt to terminate this contract in the event that UNIVERSITY's athletics program undergoes a division reclassification.
- 9.6 This contract may be terminated at any time should the UNIVERSITY discontinue the FOOTBALL program. Such a termination can be based on considerations of budgetary restrictions and/or priorities for maintenance of program and services. In the event of such termination, COACH will receive a 90 calendar day notice of termination or 90 days of regular pay in lieu of such notice, as determined by the UNIVERSITY. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination.
- 9.7 ASSISTANT COACH may be terminated at any time due to the financial circumstances in which the University and/or the University of Louisiana System has declaration of financial exigency. Such a termination can be based on consideration of budgetary restrictions, and priorities for maintenance of program and services. In the event of such termination, ASSISTANT COACH will receive a 90 calendar day notice of termination or 90 days of regular pay in lieu of such notice, as determined by the UNIVERSITY. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination.
 - 9.8 Any violation of this contract is grounds for dismissal with cause.

10.0 Force Majeure

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

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11.0 Severability

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

William S. Wainwright Date
Southeastern Louisiana University

Jay Artigues
DIRECTOR OF ATHLETICS

Tom Rinaldi Date

ASSISTANT FOOTBALL COACH

PRESIDENT LION ATHLE ASSOCIATION

BETWEEN:

STATE OF LOUISIANA

Southeastern Louisiana University AND

PARISH OF TANGIPAHOA

Lion Athletics Association AND

ASSISTANT FOOTBALL COACH

AGREEMENT ASSISTANT FOOTBALL COACH

This is an agreement between the Lions Athletic Association, Southeastern Louisiana University, and Tom Rinaldi, the University ASSISTANT FOOTBALL COACH.

1.0

The Lion Athletics Association desires to assist and aid Southeastern Louisiana University in the employment of the ASSISTANT COACH. To that end, the Lion Athletics Association agrees to pay any sums which may be due upon the termination of the ASSISTANT COACH as per the Termination Section 9.0. This does not include any sums which may be due to ASSISTANT COACH by the University for the current contract year.

2.0

The Lion Athletics Association acknowledges that it has agreed to pay or supplement the salary of the ASSISTANT COACH in the amount as per the Compensation Section 3.3, 3.4, and 4.0 of the ASSISTANT COACH's Contract of Employment with Southeastern Louisiana University.

3.0

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

Entered into this	day of	, 20	
		William S. Wainwy PRESIDENT -Dr. William S. Wainw Southeastern Louisiana University	4/1/25 rright Date
		Jay Artigues ATHLETICS DIRECTOR	Date
		Tom Rinaldi	3-1/-25 Date
		ASSISTANT FOOTBALL COACH PRÉSIDENT	03/31/25 /Date

CONTRACT OF EMPLOYMENT ASSISTANT FOOTBALL COACH-OFFENSIVE COORDINATOR

STATE OF LOUISIANA PARISH OF TANGIPAHOA

This agreement is made and entered into on this 1st day of March, 2025 between Southeastern Louisiana University through its President, Dr. William Wainwright and Anthony Scelfo (hereinafter referred to as "ASSISTANT COACH-OFFENSIVE COORDINATOR"). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for Southeastern Louisiana University, and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the Board.

1.0 Employment

- 1.1 Southeastern Louisiana University ("UNIVERSITY") does hereby employ COACH as ASSISTANT FOOTBALL COACH-OFFENSIVE COORDINATOR and ASSISTANT COACH-OFFENSIVE COORDINATOR does hereby accept employment and agrees to perform all of the services pertaining to FOOTBALL which are required of ASSISTANT COACH-OFFENSIVE COORDINATOR, as well as other services as may be contemplated hereunder, all as prescribed by the UNIVERSITY through its President and/or Athletics Director ("DIRECTOR").
- 1.2 ASSISTANT COACH-OFFENSIVE COORDINATOR shall be responsible, and shall report, directly to the HEAD FOOTBALL COACH or the HEAD FOOTBALL COACH's designee on all administrative and technical matters. ASSISTANT COACH-OFFENSIVE COORDINATOR shall also be under the general supervision of the UNIVERSITY's Athletic Director and President.
- 1.3 ASSISTANT COACH-OFFENSIVE COORDINATOR agrees to represent the UNIVERSITY positively in public and private forums and shall not engage in conduct that reflects adversely on the UNIVERSITY or its athletics programs.
- 1.4 ASSISTANT COACH-OFFENSIVE COORDINATOR shall inform the HEAD FOOTBALL COACH of all work-related and personal absences from campus extending beyond one day (i.e. recruiting trips, annual leave requests, speaking engagements, coaching clinics, etc.)



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

2.0 Term

- 2.1 The term of this agreement is for a fixed period, commencing on the <u>1st day of March</u>, <u>2025</u> and terminating without further notice to ASSISTANT COACH on the <u>28th day of February</u>, <u>2026</u> unless extended under the terms of this agreement.
- 2.2 This agreement is renewable solely upon an offer from the UNIVERSITY and an acceptance by ASSISTANT COACH-OFFENSIVE COORDINATOR, both of which must be in writing and signed by the (all) parties, and approved by the Board. This agreement in no way grants the ASSISTANT COACH-OFFENSIVE COORDINATOR a claim to tenure in employment, nor shall ASSISTANT COACH-OFFENSIVE COORDINATOR'S service pursuant to this agreement count in any way toward tenure at the UNIVERSITY.

3.0 Compensation

- 3.1 In consideration of ASSISTANT COACH-OFFENSIVE COORDINATOR 'S services and satisfactory performance of this agreement, the UNIVERSITY shall pay ASSISTANT COACH-OFFENSIVE COORDINATOR a base annual salary of \$95,228 for the term of this agreement on a bi-weekly basis.
- 3.2 The ASSISTANT COACH-OFFENSIVE COORDINATOR may be eligible for annual cost of living or merit pay increases in addition to the stated base salary. The ASSISTANT COACH-OFFENSIVE COORDINATOR is also subject to pay adjustments according to economic circumstances that affect all similarly compensated employees in the unclassified staff service.
- 3.3 The ASSISTANT COACH-OFFENSIVE COORDINATOR will be paid an additional annual amount of \$2,500 on a bi-weekly basis from the Lion Athletic Association Football Fund (LAA) for speaking engagements and assistance with fundraising.
- 3.4 The ASSISTANT COACH-OFFENSIVE COORDINATOR may also be eligible for additional supplemental pay as recommended by the HEAD FOOTBALL COACH and approved by the Athletic Director, Vice President for Administration & Finance, and the President.



Any such supplemental pay shall be paid by the Lion Athletics Association (LAA).

3.5 The UNIVERSITY does not guarantee amounts due under this contract beyond the current year of performance. Should the contract be terminated for any reason amounts due shall be determined in accordance with paragraph 9.

4.0 Incentive Compensation

During the time of employment as ASSISTANT COACH-OFFENSIVE COORDINATOR, ASSISTANT COACH will have the opportunity to receive the following earned salary supplements. These salary supplements shall be subject to all mandatory withholdings and are inclusive of employer matches for retirement and Medicare payments. The supplements shall be paid from the Lion Athletics Association. Any obligations of the Lion Athletics Association that have accrued will terminate should the coach leave the UNIVERSITY.

The potential earned salary supplements are:

- A. \$1,000.00 Conference Championship
- B. \$1,000.00 Each round of FCS Playoffs

5.0 Employee Benefits

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

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5.3 For each FOOTBALL season, ASSISTANT COACH-OFFENSIVE COORDINATOR shall be entitled to a total of four (4) tickets per home FOOTBALL game and two (2) tickets to all other regular season home athletics competitions.

6.0 Outside Income-Subject to Compliance with Board Rules

- 6.1 The ASSISTANT COACH-OFFENSIVE COORDINATOR shall be authorized to earn other revenue while employed by the University, but such activities are independent of his/her University employment and the UNIVERSITY shall have no responsibility for any claims arising there from. ASSISTANT COACH-OFFENSIVE COORDINATOR shall be entitled to retain revenue generated from his/her operation of FOOTBALL camps and/or clinics in accordance with University policy relating to camps or clinics conducted by Athletics Department personnel. All outside income will be subject to approval in accordance with state law and the policies of the Board of Supervisors for the University of Louisiana System.
- 6.2 Notwithstanding the above or anything else herein to the contrary, if ASSISTANT COACH-OFFENSIVE COORDINATOR receives athletically related income or benefits totaling more than \$600 per year from any source or combination of sources other than UNIVERSITY, ASSISTANT COACH-OFFENSIVE COORDINATOR must report all such income or benefits to the President through the DIRECTOR in writing at least annually on July 1st. Examples include, without limitation, income or benefits from (1) endorsement or consultation contracts with apparel companies, equipment manufacturers, or television or radio programs; (2) ownership, control, or management of a foundation, organization, or other entity; and (3) participation in athletic camps outside of those offered by UNIVERSITY (see Bylaw 11.2.2).

7.0 Compliance with NCAA, Conference and University Rules

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

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

- 7.2 Pursuant to NCAA Bylaw 11.2.1, The UNIVERSITY and ASSISTANT COACH-OFFENSIVE COORDINATOR acknowledge and agree that (1) ASSISTANT COACH-OFFENSIVE COORDINATOR has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case (see NCAA Bylaw 19.2.3 for examples of full cooperation), and (2) an individual found in violation of NCAA regulations shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA infractions process (see NCAA Bylaw 19), including suspension without pay or termination of employment.
- 7.3 ASSISTANT COACH-OFFENSIVE COORDINATOR shall also abide by the State of Louisiana Code of Government Ethics, University Policy and Regulations, and the policies and regulations of the University of Louisiana System. In public appearances he/she shall at all times conduct himself/herself in a manner that befits a University official and shall always attempt to create goodwill and a good image for the UNIVERSITY.
- 7.4 ASSISTANT COACH-OFFENSIVE COORDINATOR must maintain a general understanding of and assure adherence to NCAA, Southland Conference, and Institutional rules and regulations.

8.0 Title IX and Sexual Misconduct Policy Reporting and Compliance

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

believe is taking place or may have taken place.

- 8.2 The University may terminate this Agreement for cause pursuant to the for-cause-termination provisions of this Agreement for any determined violation by ASSISTANT COACH-OFFENSIVE COORDINATOR for failure to report a Known Violation of:
 - (a) Title IX of the Education Amendments of 1972;
 - (b) The University's Sexual Misconduct Policy; or
 - (c) The University of Louisiana System's Sexual Misconduct Policy.

9.0 Termination

- 9.1 The HEAD FOOTBALL COACH may recommend termination of ASSISTANT COACH-OFFENSIVE COORDINATOR to the President with the approval of the Athletic Director. In the event the UNIVERSITY terminates the Contract without cause, the ASSISTANT COACH-OFFENSIVE COORDINATOR shall be entitled to the base salary specified in Section 3.1, Section 3.2 and Section 3.3 for the remainder of the term specified in Section 2.1. If the University chooses to terminate the ASSISTANT COACH-OFFENSIVE COORDINATOR at any time during this contract, payments to the coach will be made as follows:
 - (a) The University shall pay the amount of base salary owed to ASSISTANT COACH-OFFENSIVE COORDINATOR as outlined in Section 3.1 and 3.2 from the date of termination to the end of the fiscal year in which the ASSISTANT COACH-OFFENSIVE COORDINATOR is terminated.
 - (b) The remaining portion of money owed to ASSISTANT COACH-OFFENSIVE COORDINATOR as outlined in Section 3.1 and 3.2 for the period after the fiscal year in which the ASSISTANT COACH-OFFENSIVE COORDINATOR is terminated shall be paid by the Lion Athletics Association (LAA).
 - (c) The LAA shall also pay remaining of money owed to ASSISTANT COACH-OFFENSIVE COORDINATOR as outlined in Section 3.3.
- 9.2 ASSISTANT COACH-DEFENSIVE COORDINATOR may be terminated by the HEAD FOOTBALL COACH for cause at any time for:
 - (a) Misconduct, including but not limited to: hostile workplace violations, documented acts of moral turpitude, acts of violence and aggression, and insubordination.



- (b) Misconduct that: (1) violates state or University ethics laws, rules or regulations; (2) offends the ethics or traditions of the University; or (3) brings discredit or harm to the reputation of the University. This would include speaking negatively in the community about the UNIVERSITY, its Administration, and/or Staff.
 - (c) Acts of violence or personal conduct, or condoning or encouraging employees or student-athletes in such conduct, which may not warrant criminal prosecution but result in public disrepute, contempt, scandal or ridicule that reflects unfavorably upon the reputation or mission of the University.
 - (d) Substantial and manifest incompetence
 - (e) Violation or gross disregard of state or federal laws
 - (f) Deliberate and serious violations of NCAA, conference, or UNIVERSITY rules, regulations, policies or procedures.
 - (g) Failure to promote an atmosphere of compliance pursuant to NCAA Bylaw 11.1.1
 - (h) Unethical conduct pursuant to NCAA Bylaw 10.1
 - (i) Any determined violation of Title IX of the Education Amendments of 1972.
- 9.3 All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination. The judgment as to whether the conduct of ASSISTANT COACH-OFFENSIVE COORDINATOR constitutes cause under this provision shall not be exercised arbitrarily, capriciously or in a discriminatory manner by the UNIVERSITY. No damages shall be due if termination is for just cause.
- 9.4 In the event that ASSISTANT COACH-OFFENSIVE COORDINATOR terminates the contract to take another coaching job between the dates of July 31, 2025 and October 31, 2026, the ASSISTANT COACH will be liable to pay the University \$10,000 upon resignation.
- 9.5 Either party may opt to terminate this contract in the event that UNIVERSITY's athletics program undergoes a division reclassification.
 - 9.6 This contract may be terminated at any time should the UNIVERSITY discontinue

7 Coach Initial: Admin Initial:

the FOOTBALL program. Such a termination can be based on considerations of budgetary restrictions and/or priorities for maintenance of program and services. In the event of such termination, OFFENSIVE COORDINATOR will receive a 90 calendar day notice of termination or 90 days of regular pay in lieu of such notice, as determined by the UNIVERSITY. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination.

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

10.0 Force Majeure

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

Severability 11.0

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.

Southeastern Louisiana University

Jay Artigues Date
DIRECTOR OF ATHLETICS

Anthony Scelfo Date
ASSISTANT FOOTBALL COACH/ OFFENSIVE

PRÉSIDENT LION ATHLETICE ASSOCIATION

Coach Initial: Admin Initial:

BETWEEN:

STATE OF LOUISIANA

PARISH OF TANGIPAHOA

Southeastern Louisiana University AND

Lion Athletics Association AND

OFFENSIVE COORDINATOR

AGREEMENT OFFENSIVE COORDINATOR

This is an agreement between the Lions Athletic Association, Southeastern Louisiana University, and Anthony Scelfo the University OFFENSIVE COORDINATOR.

1.0

The Lion Athletics Association desires to assist and aid Southeastern Louisiana University in the employment of the ASSISTANT COACH OFFENSIVE COORDINATOR. To that end, the Lion Athletics Association agrees to pay any sums which may be due upon the termination of the ASSISTANT COACH OFFENSIVE COORDINATOR as per the Termination Section 9.0. This does not include any sums which may be due to ASSISTANT COACH OFFENSIVE COORDINATOR by the University for the current contract year.

2.0

The Lion Athletics Association acknowledges that it has agreed to pay or supplement the salary of the ASSISTANT COACH OFFENSIVE COORDINATOR in the amount as per the Compensation Section 3.3, 3.4, and 4.0 of the ASSISTANT COACH OFFENSIVE COORDINATOR's Contract of Employment with Southeastern Louisiana University.

3.0

The Lion Athletics Association and ASSISTANT COACH OFFENSIVE COORDINATOR hereby acknowledge that they have been provided a copy of this agreement and the ASSISTANT COACH OFFENSIVE COORDINATOR's contract, and all agree to be bound

by the terms of each agreement.		
Entered into this day of	, 20	
	William S. Waimm	
	PRESIDENT -Dr. William S. Wair Southeastern Louisiana University	nwright Date
	Jay Artigues ATHLETICS DIRECTOR	4/1/2 Date
	Anthony Scelfo ASSISTANT FOOTBALL COACH	3/3//2 Date
	COORDINATOR	1 /

CONTRACT OF EMPLOYMENT ASSISTANT FOOTBALL COACH

STATE OF LOUISIANA PARISH OF TANGIPAHOA

This agreement is made and entered into on this 1st day of March, 2025 between Southeastern Louisiana University through its President, Dr. William Wainwright and Alvin Slaughter (hereinafter referred to as "ASSISTANT COACH"). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for Southeastern Louisiana University, and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the Board.

1.0 Employment

- 1.1 Southeastern Louisiana University ("UNIVERSITY") does hereby employ COACH as ASSISTANT FOOTBALL COACH and ASSISTANT COACH does hereby accept employment and agrees to perform all of the services pertaining to FOOTBALL which are required of ASSISTANT COACH, as well as other services as may be contemplated hereunder, all as prescribed by the UNIVERSITY through its President and/or Athletics Director ("DIRECTOR").
- 1.2 ASSISTANT COACH shall be responsible, and shall report, directly to the HEAD FOOTBALL COACH or the HEAD FOOTBALL COACH's designee on all administrative and technical matters. ASSISTANT COACH shall also be under the general supervision of the UNIVERSITY's Athletic Director and President.
- 1.3 ASSISTANT COACH agrees to represent the UNIVERSITY positively in public and private forums and shall not engage in conduct that reflects adversely on the UNIVERSITY or its athletics programs.
- 1.4 ASSISTANT COACH shall inform the HEAD FOOTBALL COACH of all work-related and personal absences from campus extending beyond one day (i.e. recruiting trips, annual leave requests, speaking engagements, coaching clinics, etc.)
- 1.5 ASSISTANT COACH is aware of and sensitive to the importance of the Academic Performance Rate ("APR") and as such realizes that it will be a vital component on his/her annual evaluation. ASSISTANT COACH will be responsible for assisting in the development of and maintaining an Academic Performance Plan when required by the HEAD FOOTBALL COACH.



2.0 Term

- 2.1 The term of this agreement is for a fixed period, commencing on the <u>1st day of March</u>, <u>2025</u> and terminating without further notice to ASSISTANT COACH on the <u>28th day of February</u>, <u>2026</u> unless extended under the terms of this agreement.
- 2.2 This agreement is renewable solely upon an offer from the UNIVERSITY and an acceptance by ASSISTANT COACH, both of which must be in writing and signed by the (all) parties, and approved by the Board. This agreement in no way grants the ASSISTANT COACH a claim to tenure in employment, nor shall ASSISTANT COACH'S service pursuant to this agreement count in any way toward tenure at the UNIVERSITY.

3.0 Compensation

- 3.1 In consideration of ASSISTANT COACH 'S services and satisfactory performance of this agreement, the UNIVERSITY shall pay ASSISTANT COACH a base annual salary of \$56,244 for the term of this agreement on a bi-weekly basis.
- 3.2 The ASSISTANT COACH may be eligible for annual cost of living or merit pay increases in addition to the stated base salary. The ASSISTANT COACH is also subject to pay adjustments according to economic circumstances that affect all similarly compensated employees in the unclassified staff service.
- 3.3 The ASSISTANT COACH will be paid an additional annual amount of \$3,000 on a bi-weekly basis from the Lion Athletic Association Football Fund (LAA) for speaking engagements and assistance with fundraising.
- 3.4 The ASSISTANT COACH may also be eligible for additional supplemental pay as recommended by the HEAD FOOTBALL COACH and approved by the Athletic Director, Vice President for Administration & Finance, and the President. Any such supplemental pay shall be paid by the Lion Athletics Association (LAA).
- 3.5 The UNIVERSITY does not guarantee amounts due under this contract beyond the current year of performance. Should the contract be terminated for any reason amounts due shall be determined in accordance with paragraph 9.

4.0 Incentive Compensation

During the time of employment as ASSISTANT COACH, ASSISTANT COACH will have the opportunity to receive the following earned salary supplements. These salary supplements shall be subject to all mandatory withholdings and are inclusive of employer matches

for retirement and Medicare payments. The supplements shall be paid from the Lion Athletics Association. Any obligations of the Lion Athletics Association that have accrued will terminate should the coach leave the UNIVERSITY.

The potential earned salary supplements are:

- A. \$1,000.00 Conference Championship
- B. \$1,000.00 Each round of FCS Playoffs

5.0 Employee Benefits

- 5.1 ASSISTANT COACH shall participate in the mandatory benefit plan and be eligible for optional employee plans as would any other University unclassified employee.
 - 5.2 Courtesy/Leased Vehicle Benefit
 - (a) ASSISTANT COACH may receive a courtesy/leased vehicle if an arrangement can be made through a local dealership. The benefit shall not be considered earned income for the purpose of computation of retirement benefits, and ASSISTANT COACH shall be responsible for all ASSISTANT COACH applicable taxes. The University has no obligation to furnish a vehicle to ASSISTANT COACH. The arrangements for a vehicle must be made by the Athletic Director.
 - (b) Insurance on any courtesy/leased vehicle must be paid for by the dealership, the ASSISTANT COACH, or from some other arrangement agreed to by the Athletic Director.
 - (c) The ASSISTANT COACH may be reimbursed for miles driving the courtesy/leased vehicle on school-sponsored business as authorized and approved following the University of Louisiana System Athletic Travel Policy No. IA-V.(2a). The ASSISTANT COACH further agrees to abide by all rules and regulations as outlined in PPM 49.
- 5.3 For each FOOTBALL season, ASSISTANT COACH shall be entitled to a total of four (4) tickets per home FOOTBALL game and two (2) tickets to all other regular season home athletics competitions.

6.0 Outside Income-Subject to Compliance with Board Rules

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

Coach Initial:	Admin	Initial:	

accordance with state law and the policies of the Board of Supervisors for the University of Louisiana System.

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

7.0 Compliance with NCAA, Conference and University Rules

- ASSISTANT COACH shall abide by the rules and regulations of the NCAA, Conference and University rules, Board of Supervisor rules, and the Laws of the State of Louisiana. ASSISTANT COACH shall also promote an atmosphere of compliance and monitor the compliance of ASSISTANT COACH's staff (NCAA Bylaw 11.1.1). If ASSISTANT COACH is found in violation of NCAA regulations, the ASSISTANT COACH shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA Bylaw 11.2.1). ASSISTANT COACH may be suspended for a period of time, without pay, or the employment of ASSISTANT COACH may be terminated if ASSISTANT COACH is found to be involved in deliberate, serious, and/or repetitive violations of NCAA, Conference and University regulations (NCAA Bylaw 11.2.1).
- 7.2 Pursuant to NCAA Bylaw 11.2.1, The UNIVERSITY and ASSISTANT COACH acknowledge and agree that (1) ASSISTANT COACH has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case (see NCAA Bylaw 19.2.3 for examples of full cooperation), and (2) an individual found in violation of NCAA regulations shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA infractions process (see NCAA Bylaw 19), including suspension without pay or termination of employment.
- 7.3 ASSISTANT COACH shall also abide by the State of Louisiana Code of Government Ethics, University Policy and Regulations, and the policies and regulations of the



University of Louisiana System. In public appearances he/she shall at all times conduct himself/herself in a manner that befits a University official and shall always attempt to create goodwill and a good image for the UNIVERSITY.

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

8.0 Title IX and Sexual Misconduct Policy Reporting and Compliance

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

9.0 Termination

9.1 The HEAD FOOTBALL COACH may recommend termination of ASSISTANT COACH to the President with the approval of the Athletic Director. In the event the UNIVERSITY terminates the Contract without cause, the ASSISTANT COACH shall be entitled to the base salary specified in Section 3.1, Section 3.2 and Section 3.3 for the remainder of the term specified in Section 2.1. If the University chooses to terminate the ASSISTANT COACH at any time during this contract, payments to the coach will be made as follows:

5

(a) The University shall pay the amount of base salary owed to ASSISTANT COACH as outlined in Section 3.1 and 3.2 from the date of termination to the end of the fiscal year in which the ASSISTANT COACH is terminated.



- (b) The remaining portion of money owed to ASSISTANT COACH as outlined in Section 3.1 and 3.2 for the period after the fiscal year in which the ASSISTANT COACH is terminated shall be paid by the Lion Athletics Association (LAA).
- (c) The LAA shall also pay remaining of money owed to ASSISTANT COACH as outlined in Section 3.3.
- 9.2 ASSISTANT COACH may be terminated by the HEAD FOOTBALL COACH for cause at any time for:
 - (a) Misconduct, including but not limited to: hostile workplace violations, documented acts of moral turpitude, acts of violence and aggression, and insubordination.
 - (b) Misconduct that: (1) violates state or University ethics laws, rules or regulations; (2) offends the ethics or traditions of the University; or (3) brings discredit or harm to the reputation of the University. This would include speaking negatively in the community about the UNIVERSITY, its Administration, and/or Staff.
 - (c) Acts of violence or personal conduct, or condoning or encouraging employees or student-athletes in such conduct, which may not warrant criminal prosecution but result in public disrepute, contempt, scandal or ridicule that reflects unfavorably upon the reputation or mission of the University.
 - (d) Substantial and manifest incompetence
 - (e) Violation or gross disregard of state or federal laws
 - (f) Deliberate and serious violations of NCAA, conference, or UNIVERSITY rules, regulations, policies or procedures.
 - (g) Failure to promote an atmosphere of compliance pursuant to NCAA Bylaw 11.1.1
 - (h) Unethical conduct pursuant to NCAA Bylaw 10.1
 - (i) Any determined violation of Title IX of the Education Amendments of 1972.



- 9.3 All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination. The judgment as to whether the conduct of ASSISTANT COACH constitutes cause under this provision shall not be exercised arbitrarily, capriciously or in a discriminatory manner by the UNIVERSITY. No damages shall be due if termination is for just cause.
- 9.4 In the event that ASSISTANT COACH terminates the contract to take another coaching job between the dates of July 31, 2025 and October 31, 2025, the ASSISTANT COACH will be liable to pay the University \$10,000 upon resignation.
- 9.5 Either party may opt to terminate this contract in the event that UNIVERSITY's athletics program undergoes a division reclassification.
- 9.6 This contract may be terminated at any time should the UNIVERSITY discontinue the FOOTBALL program. Such a termination can be based on considerations of budgetary restrictions and/or priorities for maintenance of program and services. In the event of such termination, COACH will receive a 90 calendar day notice of termination or 90 days of regular pay in lieu of such notice, as determined by the UNIVERSITY. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination.
- 9.7 ASSISTANT COACH may be terminated at any time due to the financial circumstances in which the University and/or the University of Louisiana System has declaration of financial exigency. Such a termination can be based on consideration of budgetary restrictions, and priorities for maintenance of program and services. In the event of such termination, ASSISTANT COACH will receive a 90 calendar day notice of termination or 90 days of regular pay in lieu of such notice, as determined by the UNIVERSITY. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination.
 - 9.8 Any violation of this contract is grounds for dismissal with cause.

10.0 Force Majeure

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

Coach Initial:	Admin Initial:

11.0 Severability

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

William S. Waininght	4/1/25
PRESIDENT -Dr. William S. Wainwright	Date
Southeastern Louisiana University	
Jay Artigues 4	Date
DIRECTOR OF ATHLETICS	
ali Sylta	3/31/25
Alvin Slaughter	Date
ASSISTANT/FCOTBALL COACH PRESIDENT LION ATHLETICS ASSOCIATION	03 31 205 Date
LION ATHUMAN ASSOCIATION	

BETWEEN:

STATE OF LOUISIANA

Southeastern Louisiana University AND

PARISH OF TANGIPAHOA

Lion Athletics Association AND

ASSISTANT FOOTBALL COACH

AGREEMENT ASSISTANT FOOTBALL COACH

This is an agreement between the Lions Athletic Association, Southeastern Louisiana University, and Alvin Slaughter, the University ASSISTANT FOOTBALL COACH.

1.0

The Lion Athletics Association desires to assist and aid Southeastern Louisiana University in the employment of the ASSISTANT COACH. To that end, the Lion Athletics Association agrees to pay any sums which may be due upon the termination of the ASSISTANT COACH as per the Termination Section 9.0. This does not include any sums which may be due to ASSISTANT COACH by the University for the current contract year.

2.0

The Lion Athletics Association acknowledges that it has agreed to pay or supplement the salary of the ASSISTANT COACH in the amount as per the Compensation Section 3.3, 3.4, and 4.0 of the ASSISTANT COACH's Contract of Employment with Southeastern Louisiana University.

3.0

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

Coach Initial: Admin Initial:

Entered into this	day of	, 20	
		William S. Wainwright PRESIDENT -Dr. William S. Wainwri Southeastern Louisiana University	4/1/25 ght Date
		Jay Artigues ATHLETICS DIRECTOR	Date
		Alvin Slaughter	Date
		PRESIDENT LION ATHLETTES ASSOCIATION	03/31/2025 Date

CONTRACT OF EMPLOYMENT ASSISTANT FOOTBALL COACH

STATE OF LOUISIANA PARISH OF TANGIPAHOA

This agreement is made and entered into on this 1st day of March, 2025 between Southeastern Louisiana University through its President, Dr. William Wainwright and Lee "Trey" Willie (hereinafter referred to as "ASSISTANT COACH"). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for Southeastern Louisiana University, and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the Board.

1.0 Employment

- 1.1 Southeastern Louisiana University ("UNIVERSITY") does hereby employ COACH as ASSISTANT FOOTBALL COACH and ASSISTANT COACH does hereby accept employment and agrees to perform all of the services pertaining to FOOTBALL which are required of ASSISTANT COACH, as well as other services as may be contemplated hereunder, all as prescribed by the UNIVERSITY through its President and/or Athletics Director ("DIRECTOR").
- 1.2 ASSISTANT COACH shall be responsible, and shall report, directly to the HEAD FOOTBALL COACH or the HEAD FOOTBALL COACH's designee on all administrative and technical matters. ASSISTANT COACH shall also be under the general supervision of the UNIVERSITY's Athletic Director and President.
- 1.3 ASSISTANT COACH agrees to represent the UNIVERSITY positively in public and private forums and shall not engage in conduct that reflects adversely on the UNIVERSITY or its athletics programs.
- 1.4 ASSISTANT COACH shall inform the HEAD FOOTBALL COACH of all work-related and personal absences from campus extending beyond one day (i.e. recruiting trips, annual leave requests, speaking engagements, coaching clinics, etc.)
- 1.5 ASSISTANT COACH is aware of and sensitive to the importance of the Academic Performance Rate ("APR") and as such realizes that it will be a vital component on his/her annual evaluation. ASSISTANT COACH will be responsible for assisting in the development of and maintaining an Academic Performance Plan when required by the HEAD FOOTBALL COACH.

Coach Initial: Admin Initial:

2.0 Term

- 2.1 The term of this agreement is for a fixed period, commencing on the <u>1st day of March</u>, <u>2025</u> and terminating without further notice to ASSISTANT COACH on the <u>28th day of February</u>, <u>2026</u> unless extended under the terms of this agreement.
- 2.2 This agreement is renewable solely upon an offer from the UNIVERSITY and an acceptance by ASSISTANT COACH, both of which must be in writing and signed by the (all) parties, and approved by the Board. This agreement in no way grants the ASSISTANT COACH a claim to tenure in employment, nor shall ASSISTANT COACH'S service pursuant to this agreement count in any way toward tenure at the UNIVERSITY.

3.0 Compensation

- 3.1 In consideration of ASSISTANT COACH 'S services and satisfactory performance of this agreement, the UNIVERSITY shall pay ASSISTANT COACH a base annual salary of \$60,900 for the term of this agreement on a bi-weekly basis.
- 3.2 The ASSISTANT COACH may be eligible for annual cost of living or merit pay increases in addition to the stated base salary. The ASSISTANT COACH is also subject to pay adjustments according to economic circumstances that affect all similarly compensated employees in the unclassified staff service.
- 3.3 The ASSISTANT COACH will be paid an additional annual amount of \$5,000 on a bi-weekly basis from the Lion Athletic Association Football Fund (LAA) for speaking engagements and assistance with fundraising.
- 3.4 The ASSISTANT COACH may also be eligible for additional supplemental pay as recommended by the HEAD FOOTBALL COACH and approved by the Athletic Director, Vice President for Administration & Finance, and the President. Any such supplemental pay shall be paid by the Lion Athletics Association (LAA).
- 3.5 The UNIVERSITY does not guarantee amounts due under this contract beyond the current year of performance. Should the contract be terminated for any reason amounts due shall be determined in accordance with paragraph 9.

4.0 Incentive Compensation

During the time of employment as ASSISTANT COACH, ASSISTANT COACH will have the opportunity to receive the following earned salary supplements. These salary supplements shall be subject to all mandatory withholdings and are inclusive of employer matches

for retirement and Medicare payments. The supplements shall be paid from the Lion Athletics Association. Any obligations of the Lion Athletics Association that have accrued will terminate should the coach leave the UNIVERSITY.

The potential earned salary supplements are:

- A. \$1,000.00 Conference Championship
- B. \$1,000.00 Each round of FCS Playoffs

5.0 Employee Benefits

- 5.1 ASSISTANT COACH shall participate in the mandatory benefit plan and be eligible for optional employee plans as would any other University unclassified employee.
 - 5.2 Courtesy/Leased Vehicle Benefit
 - (a) ASSISTANT COACH may receive a courtesy/leased vehicle if an arrangement can be made through a local dealership. The benefit shall not be considered earned income for the purpose of computation of retirement benefits, and ASSISTANT COACH shall be responsible for all ASSISTANT COACH applicable taxes. The University has no obligation to furnish a vehicle to ASSISTANT COACH. The arrangements for a vehicle must be made by the Athletic Director.
 - (b) Insurance on any courtesy/leased vehicle must be paid for by the dealership, the ASSISTANT COACH, or from some other arrangement agreed to by the Athletic Director.
 - (c) The ASSISTANT COACH may be reimbursed for miles driving the courtesy/leased vehicle on school-sponsored business as authorized and approved following the University of Louisiana System Athletic Travel Policy No. IA-V.(2a). The ASSISTANT COACH further agrees to abide by all rules and regulations as outlined in PPM 49.
- 5.3 For each FOOTBALL season, ASSISTANT COACH shall be entitled to a total of four (4) tickets per home FOOTBALL game and two (2) tickets to all other regular season home athletics competitions.

6.0 Outside Income-Subject to Compliance with Board Rules

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

Coach Initial:	Admin Initial:

accordance with state law and the policies of the Board of Supervisors for the University of Louisiana System.

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

7.0 Compliance with NCAA, Conference and University Rules

- ASSISTANT COACH shall abide by the rules and regulations of the NCAA, Conference and University rules, Board of Supervisor rules, and the Laws of the State of Louisiana. ASSISTANT COACH shall also promote an atmosphere of compliance and monitor the compliance of ASSISTANT COACH's staff (NCAA Bylaw 11.1.1). If ASSISTANT COACH is found in violation of NCAA regulations, the ASSISTANT COACH shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA Bylaw 11.2.1). ASSISTANT COACH may be suspended for a period of time, without pay, or the employment of ASSISTANT COACH may be terminated if ASSISTANT COACH is found to be involved in deliberate, serious, and/or repetitive violations of NCAA, Conference and University regulations (NCAA Bylaw 11.2.1).
- 7.2 Pursuant to NCAA Bylaw 11.2.1, The UNIVERSITY and ASSISTANT COACH acknowledge and agree that (1) ASSISTANT COACH has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case (see NCAA Bylaw 19.2.3 for examples of full cooperation), and (2) an individual found in violation of NCAA regulations shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA infractions process (see NCAA Bylaw 19), including suspension without pay or termination of employment.
- 7.3 ASSISTANT COACH shall also abide by the State of Louisiana Code of Government Ethics, University Policy and Regulations, and the policies and regulations of the



University of Louisiana System. In public appearances he/she shall at all times conduct himself/herself in a manner that befits a University official and shall always attempt to create goodwill and a good image for the UNIVERSITY.

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

8.0 Title IX and Sexual Misconduct Policy Reporting and Compliance

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

9.0 Termination

- 9.1 The HEAD FOOTBALL COACH may recommend termination of ASSISTANT COACH to the President with the approval of the Athletic Director. In the event the UNIVERSITY terminates the Contract without cause, the ASSISTANT COACH shall be entitled to the base salary specified in Section 3.1, Section 3.2 and Section 3.3 for the remainder of the term specified in Section 2.1. If the University chooses to terminate the ASSISTANT COACH at any time during this contract, payments to the coach will be made as follows:
 - (a) The University shall pay the amount of base salary owed to ASSISTANT COACH as outlined in Section 3.1 and 3.2 from the date of termination to the end of the fiscal year in which the ASSISTANT COACH is terminated.



- (b) The remaining portion of money owed to ASSISTANT COACH as outlined in Section 3.1 and 3.2 for the period after the fiscal year in which the ASSISTANT COACH is terminated shall be paid by the Lion Athletics Association (LAA).
- (c) The LAA shall also pay remaining of money owed to ASSISTANT COACH as outlined in Section 3.3.
- 9.2 ASSISTANT COACH may be terminated by the HEAD FOOTBALL COACH for cause at any time for:
 - (a) Misconduct, including but not limited to: hostile workplace violations, documented acts of moral turpitude, acts of violence and aggression, and insubordination.
 - (b) Misconduct that: (1) violates state or University ethics laws, rules or regulations; (2) offends the ethics or traditions of the University; or (3) brings discredit or harm to the reputation of the University. This would include speaking negatively in the community about the UNIVERSITY, its Administration, and/or Staff.
 - (c) Acts of violence or personal conduct, or condoning or encouraging employees or student-athletes in such conduct, which may not warrant criminal prosecution but result in public disrepute, contempt, scandal or ridicule that reflects unfavorably upon the reputation or mission of the University.
 - (d) Substantial and manifest incompetence
 - (e) Violation or gross disregard of state or federal laws
 - (f) Deliberate and serious violations of NCAA, conference, or UNIVERSITY rules, regulations, policies or procedures.
 - (g) Failure to promote an atmosphere of compliance pursuant to NCAA Bylaw 11.1.1
 - (h) Unethical conduct pursuant to NCAA Bylaw 10.1
 - (i) Any determined violation of Title IX of the Education Amendments of 1972.

- 9.3 All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination. The judgment as to whether the conduct of ASSISTANT COACH constitutes cause under this provision shall not be exercised arbitrarily, capriciously or in a discriminatory manner by the UNIVERSITY. No damages shall be due if termination is for just cause.
- 9.4 In the event that ASSISTANT COACH terminates the contract to take another coaching job between the dates of July 31, 2025 and October 31, 2025, the ASSISTANT COACH will be liable to pay the University \$10,000 upon resignation.
- 9.5 Either party may opt to terminate this contract in the event that UNIVERSITY's athletics program undergoes a division reclassification.
- 9.6 This contract may be terminated at any time should the UNIVERSITY discontinue the FOOTBALL program. Such a termination can be based on considerations of budgetary restrictions and/or priorities for maintenance of program and services. In the event of such termination, COACH will receive a 90 calendar day notice of termination or 90 days of regular pay in lieu of such notice, as determined by the UNIVERSITY. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination.
- 9.7 ASSISTANT COACH may be terminated at any time due to the financial circumstances in which the University and/or the University of Louisiana System has declaration of financial exigency. Such a termination can be based on consideration of budgetary restrictions, and priorities for maintenance of program and services. In the event of such termination, ASSISTANT COACH will receive a 90 calendar day notice of termination or 90 days of regular pay in lieu of such notice, as determined by the UNIVERSITY. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination.
 - 9.8 Any violation of this contract is grounds for dismissal with cause.

10.0 Force Majeure

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

(Coach Initial:	Admin Initial:

11.0 Severability

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

PRESIDENT -Dr. William S. Wainwright Date Southeastern Louisiana University

DIRECTOR OF ATHLETICS

Lee "Trey" Willie
ASSISTANT FOOTBALL COACH

PRESIDENT LION ATHLETICS ASSOCIATION

Coach Initial: _____ Admin Initial.__

BETWEEN:

STATE OF LOUISIANA

Southeastern Louisiana University AND

PARISH OF TANGIPAHOA

Lion Athletics Association AND

ASSISTANT FOOTBALL COACH

AGREEMENT ASSISTANT FOOTBALL COACH

This is an agreement between the Lions Athletic Association, Southeastern Louisiana University, and Lee "Trey" Willie, the University ASSISTANT FOOTBALL COACH.

1.0

The Lion Athletics Association desires to assist and aid Southeastern Louisiana University in the employment of the ASSISTANT COACH. To that end, the Lion Athletics Association agrees to pay any sums which may be due upon the termination of the ASSISTANT COACH as per the Termination Section 9.0. This does not include any sums which may be due to ASSISTANT COACH by the University for the current contract year.

2.0

The Lion Athletics Association acknowledges that it has agreed to pay or supplement the salary of the ASSISTANT COACH in the amount as per the Compensation Section 3.3, 3.4, and 4.0 of the ASSISTANT COACH's Contract of Employment with Southeastern Louisiana University.

3.0

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

Coach Initial: / Admin Initial.

Entered into this	day of	, 20	
		William S. Wainwy PRESIDENT -Dr. William S. Wainw Southeastern Louisiana University	right Date
		Jay Artigues ATHLETICS DIRECTOR	Y///2y Date
		Lee "Trey" Willie ASSISTANT FOOTBALL COACH	3/31/25 Date
		PRESIDENT LION ATHLETICE ASSOCIATION	03/31/26 Date