

**CONTRACT FOR EMPLOYMENT
HEAD FOOTBALL COACH**

STATE OF LOUISIANA

PARISH OF LAFAYETTE

THIS CONTRACT FOR EMPLOYMENT (“Contract”) is made and effective the 1st day of January, 2018 (“Effective Date”), by and between the BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM (“Board”), a public constitutional corporation organized and existing under the laws of the State of Louisiana, acting herein on behalf of the UNIVERSITY OF LOUISIANA AT LAFAYETTE (“University”), represented herein by Dr. E. Joseph Savoie, the duly authorized University President (“President”); and WILLIAM H. NAPIER (“Coach”). The Board and Coach may be collectively referred to herein as the “parties” and each may be referred to individually as a “party.” This Contract is subject to the approval of the Board; therefore the terms and conditions set forth in this Contract shall be considered a valid contract only upon execution by the parties and written approval by the Board.

WITNESSETH

WHEREAS, University desires to utilize the services of Coach as Head Football Coach under the terms and conditions as set forth herein; and

WHEREAS, Coach desires to provide his services as Head Coach of University’s Football Program (the “Football Program”) under the terms and conditions as set forth herein.

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

1. **Employment.** University hereby employs Coach as Head Coach of its Football program, and Coach hereby agrees to and accepts such employment. Coach shall be responsible to, and shall report directly to, University’s Director of Athletics (“Director”). Coach shall also be under the general supervision of President.
2. **Term.**
 - a. **Initial Term.** This Contract’s term shall be deemed to have commenced on the Effective Date, and shall continue in effect for an initial term of five (5) years, terminating on December 31, 2022 (“Initial Term”).
 - b. **Extension.** The parties may mutually agree in writing, subject to approval by Board, to extend this Contract for one (1) additional year, expiring on December 31, 2023, if, after the first year of this Contract, Director or Director’s designee determines Coach has met all annual performance targets after an annual evaluation as set forth in Section 17 herein.
 - c. **Renewal.** This Contract is renewable solely at the option of University and subject to approval by Board and Coach; however, if, after expiration of the Initial Term and any

written term extension thereof, University continues to accept Coach's services as Head Football Coach without execution of a new contract or an amendment to extend the term of this Contract, Coach's employment as Head Football Coach shall be on a month-to-month employment-at-will basis.

3. **Duties and Responsibilities.** Coach shall manage and supervise the Football Program and shall perform such other duties in the University athletic program as Director may reasonably assign. Specifically, Coach shall:
- a. Faithfully and conscientiously perform the duties of Head Football Coach which are expressly assigned and/or inherent in such position.
 - b. Lead, direct, manage, promote, and supervise the Football Program and its personnel in an effective manner to achieve the goals and objectives for the Football Program as established by Director in consultation with Coach.
 - c. Appear at media events and other public appearances at such times as University may reasonably designate, provided such appearances shall not unreasonably conflict with Coach's primary duties as Head Football Coach.
 - d. Maintain the high moral and ethical standards commonly expected of Coach as a highly visible representative of University by nonexclusively:
 - i. Carrying himself in a professional and sportsman-like manner as expected of a highly visible representative of University, whose conduct, both on and off the field, affects the reputation of University, the viability of its athletic programs and contracts, and the well-being of its student-athletes;
 - ii. Avoiding profane or insulting behavior directed towards student-athletes, spectators, and members of the media;
 - iii. Refraining from any conduct that would offend prevailing social values and reflect negatively on University's reputation; and
 - iv. Avoiding any business or professional activities or pursuits that will conflict with his performance of his duties or will otherwise interfere with University's interest.
 - e. Staff the Football Program with individuals who strengthen and promote University's educational and ethical mission and standards.
 - f. Promote an atmosphere in which Football student-athletes conduct themselves in a manner reflecting a positive image for University at all times during their tenure as participants in University's athletic programs.
 - g. Adhere to and promote University's standards for the academic performance of its student-athletes in his recruitment, supervision, and coaching of the student-athlete members of the Football Program.

- h. Lead public relations programs for the Football Program and develop campus and community support for the Football Program.
- i. Maintain effective relations with governing boards, associations, conferences, and University's alumni, students, faculty, and staff.
- j. Participate in fundraising efforts with private donors, corporate sponsors, and others for the benefit of the Football Program as reasonably requested by University and the University of Louisiana at Lafayette Foundation ("Foundation").
- k. Create an environment in which admissions, financial aid, academic eligibility, and recruiting will be conducted properly.
- l. Comply with all state and federal laws, as well as policies, rules, regulations, and interpretations of University, Board, the National Collegiate Athletic Association (the "NCAA"), and the Sun Belt Conference or any other conference of which University may become a member during the Term of the Contract (the "Conference"), as now constituted or as may be amended during the Term hereof, including:
 - i. Understanding and observing NCAA Regulation 11.1.1.1, providing "[a]n institution's head coach is presumed to be responsible for the actions of all institutional staff members who report, directly or indirectly, to the head coach. An institution's head coach shall promote an atmosphere of compliance within his or her program and shall monitor the activities of all institutional staff members involved with the program who report, directly or indirectly, to the coach";
 - ii. Implementing education and monitoring programs to ensure all persons under Coach's supervision (including without limitation, assistant Football coaches, student-athlete members of the Football team, graduate assistants, and Football operations staff members) comply with the aforesaid laws, policies, rules, regulations, and interpretations; and
 - iii. Immediately informing University's Compliance Officer of any suspected violation and assisting with the investigation and reporting thereof.
- m. Ensure the Football Program complies with all applicable state and federal laws and University and Board policies concerning intercollegiate athletics, including, without limitation, Title IX of the Educational Amendments of 1972, 20 U.S.C. § 1681 *et seq.*, the Americans with Disabilities Act, 42 U.S.C. § 12101, *et seq.*, and all state and federal non-discrimination laws.
- n. Promote University's commitment to equal opportunity and affirmative action in personnel actions.
- o. Adhere to and carry out other directives and responsibilities as may be given by Director and/or President from time to time.

4. **Base Salary.**

- a. In consideration for the services of Coach and satisfactory performance of the conditions of this Contract, University agrees to pay Coach an annual base salary of Two Hundred Fifty Thousand Dollars and NO/100 (\$250,000.00), payable in equal monthly installments of Twenty Thousand Eight Hundred Thirty-Three Dollars and Thirty-Three Cents (\$20,833.33) on the last day of each month. The compensation paid shall be subject to the same payroll deductions that apply to University's non-academic administrative employees. All salary payments shall be subject to withholding and other applicable taxes. Coach shall receive all applicable State of Louisiana authorized general salary increases for which he is eligible. Any such increases are incorporated herein by reference to the same extent as if this Contract was amended to incorporate same.
- b. In addition to any increases applicable pursuant to Section 4(a), Coach's then-current Base Salary shall be increased as follows:
 - i. By Twenty-Five Thousand Dollars and NO/100 (\$25,000.00) on January 1, 2019;
 - ii. By Fifty Thousand Dollars and NO/100 (\$50,000.00) on January 1, 2020;
 - iii. By Seventy-Five Thousand Dollars and NO/100 (\$75,000.00) on January 1, 2021; and
 - iv. By One Hundred Thousand Dollars and NO/100 (\$100,000.00) on January 1, 2022.
- c. In the event that this Contract is extended through December 31, 2023, pursuant to Section 2(b), above, Coach's Base Salary for the year 2023 shall not be less than his base salary for the final year of the Initial Term.

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

6. **Football Tickets.** University shall provide Coach up to twelve (12) tickets per home Football game for personal use.

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

- a. **Automobile Allowance.** Either (i) use of an automobile by an automobile dealership or (ii) an annual automobile allowance in the amount of Six Thousand Dollars and NO/100 (\$6,000.00), paid in equal monthly installments of Five Hundred Dollars and NO/100 (\$500.00);
- b. **Travel Expenses.** Reimbursement for all reasonable travel expenses incurred by Coach, and his spouse when appropriate, in performing his duties under this Contract, provided that any reimbursement for expenses incurred by Coach's spouse shall be

provided to Coach's spouse directly from the Foundation from its Unrestricted Athletic Funds. Such reimbursement may only be authorized for the Coach's spouse for purposes of University engagement and activities with athletic supporters and alumni. Any such reimbursement pursuant to this Section 7(b) shall be subject to any and all University policies, any applicable Board policies, and any applicable Foundation policies. In accordance with IRS regulations, the value of the travel may constitute taxable income to the employee;

- c. **Cellular Telephone Allowance.** A cellular telephone allowance of Eighty Dollars and NO/100 (\$80.00) per month; and
- d. **Relocation Costs.** Reimbursement of up to Thirty-Five Thousand Dollars and NO/100 (\$35,000.00) in reasonable costs incurred for relocation, including travel costs for himself, his spouse, and his children incurred before his spouse and children relocate. In addition, Coach shall be entitled to up to four (4) months of reasonable expenses related to housing costs. Any such reimbursement pursuant to this Section 7(d) shall be subject to any and all University policies, any applicable Board policies, and any applicable Foundation policies.

8. Contingent Premium Benefit.

- a. In addition to the above salary, University shall pay to Coach, through funds provided by the Foundation from its Unrestricted Athletic Funds to be used at University's discretion in compliance with Foundation's exempt purpose, supplemental compensation in the amount of Five Hundred Thousand Dollars and NO/100 (\$500,000.00) annually, to be paid in equal monthly installments of Forty-One Thousand Six Hundred Sixty-Six and 66/100 Dollars (\$41,666.66). Payment of this supplemental compensation is contingent upon Coach making reasonable efforts to appear on radio and television programs during the football season including game broadcasts or telecasts, pre-game and post-game shows, and coach's shows (collectively, "Broadcasts"). However, these payments are not precluded if the University elects to discontinue or terminate any Broadcast(s) during the football season.
- b. The reasonable effort required of Coach under this section shall be that of due diligence and personal time customarily executed by head football coaches in the promotion and production of similar programs at other NCAA Division I FBS institutions. Any efforts requested of Coach by University with respect to promotion and production of Broadcasts shall not unreasonably interfere with his primary duties as Head Football Coach.
- c. University shall be entitled, at its option, to produce and market the Broadcasts or negotiate with other parties to produce and market the Broadcasts. Contracts for all Broadcasts shall be between University and the entity producing such Broadcasts ("Producer"). Rights in and to these Broadcasts shall not be considered the property of Coach.

- d. University shall have the exclusive right to contract with Broadcast sponsors for commercial endorsements by Coach both during any Broadcast and at all other times. Coach shall not unreasonably refuse any requests by University or Producer to personally contact existing or potential sponsors to generate or increase advertising revenues, or to participate in any commercial endorsements to promote Broadcasts, provided that any such requests shall not unreasonably interfere with Coach's primary duties as Head Football Coach.
- e. Except routine news media interviews for which no compensation is received, Coach shall not appear on any television, radio, or other media broadcast or advertisement without the prior written approval of Director, which shall not be unreasonably withheld.

9. Achievement Compensation.

- a. **Head Coach Achievement Compensation.** During Coach's employment as Head Football Coach, the Foundation shall pay to Coach from the Foundation's Unrestricted Athletic Funds the following Achievement Compensation in recognition of his efforts in contributing to the occurrence of the following achievements:

- i. **Academic Achievement Compensation.** A payment of Twenty-Five Thousand Dollars (\$25,000.00) upon the happening of the following event which occurs earliest in any year of this Contract, if at all, provided that University has been notified that the Football Team's cumulative Academic Performance Report (APR) average is above 930:

- 1. The Football Team earns an academic grade point average of 2.8 or above during the spring semester of any year of this Contract as reported to the Conference; or
- 2. The Football Team earns an academic grade point average of 2.8 or above during the fall semester of any year of this Contract as reported to the Conference; or
- 3. The annual graduation success rate of the Football Team as reported by the NCAA exceeds sixty (60%) percent.

- ii. **Conference Achievement Compensation.** In addition to any payment set forth in Section 9(a)(i), Coach shall receive:

- 1. Twenty-Five Thousand Dollars and NO/100 (\$25,000.00) if the Football team wins its Conference division; and
- 2. Fifty Thousand Dollars and NO/100 (\$50,000.00) if the Football team wins its Conference championship.

- iii. **Post-Season Achievement Compensation.** In addition to any payment set forth in Sections 9(a)(i-ii), Coach shall receive per football season:

1. Twenty-Five Thousand Dollars and NO/100 (\$25,000.00) if the Football team appears in a Bowl game affiliated with the Conference;
 2. The greater of One Hundred Thousand Dollars and NO/100 (\$100,000.00) if the Football team appears in a New Year's Six Bowl game which is not a College Football Playoff semifinal game, or One Hundred Fifty Thousand Dollars and NO/100 (\$150,000.00) if the Football team wins a New Year's Six Bowl game which is not a College Football Playoff semifinal game; or
 3. The greater of Two Hundred Thousand Dollars and NO/100 (\$200,000.00) if the Football team appears in a College Football Playoff game, or Two Hundred Fifty Thousand Dollars and NO/100 (\$250,000.00) if the Football team wins the College Football Playoff National Championship.
- iv. **Coaching Recognition Achievement Compensation.** In addition to any payment set forth in Sections 9(a)(i-iii), Coach shall receive:
1. Ten Thousand Dollars and NO/100 (\$10,000.00) if Coach is named Coach of the Year by the Louisiana Sports Writers' Association;
 2. Twenty-Five Thousand Dollars and NO/100 (\$25,000.00) if Coach is named Coach of the Year by the Conference; and
 3. Fifty Thousand Dollars and NO/100 (\$50,000.00) if Coach is named the recipient of the Associated Press Coach of the Year Award, the National Sportswriters Association Paul "Bear" Bryant Award, the ESPN Home Depot Award, the American Football Coaches Association Coach of the Year Award *or* the Bobby Dodd Coach of the Year Award. Only one such payment shall be due under this Section 9(a)(iv)(3) even if Coach is named the recipient of more than one award set forth herein.
- b. **Assistant Coach Achievement Compensation.** University acknowledges the Football Assistant Coaches and Director of Football Operations (collectively, "Football Assistants") will contribute valuably to the occurrence of the Football Team's achievements. In recognition of such contributions, the Foundation shall issue to each paid Football Assistant from the Foundation's Unrestricted Athletic Funds an Achievement Compensation payment in the greater of:
- i. Twenty five percent (25%) of one (1) monthly installment of the Football Assistant's then-current annual base salary if the Football Team appears in a non-New Year's Six Bowl game affiliated with the Conference, provided that the Football Assistant coaches the Football Team in such Bowl game, or, in the case of the Director of Football Operations, assists in preparing the Football Team to play in such Bowl game; or

- ii. One (1) monthly installment of the Football Assistant's then-current annual base salary if the Football Team appears in a New Year's Six Bowl game, provided that the Football Assistant coaches the Football Team in such Bowl game, or, in the case of the Director of Football Operations, assists in preparing the Football Team to play in such Bowl game.
- c. All Achievement Compensation which may be paid pursuant to this Section 9 shall be deemed to have been earned on the date of the event or occurrence prompting the supplemental compensation payment; payable within thirty (30) days following the event or occurrence prompting the Achievement Compensation payment; and subject to standard federal and state withholdings.
- d. Notwithstanding the foregoing, no coach (including Coach and/or any Football Assistant) shall be entitled to any unpaid Achievement Compensation for any year during which said coach has been suspended by University, or during which University has terminated the coach's employment as a coach for cause.

10. Retention Incentive Payments.

- a. On January 31, 2019, if this Contract is in effect on such date, and on January 31 of each subsequent year this Contract remains in effect, University shall deposit the sum of One Hundred Thousand Dollars and NO/100 (\$100,000.00), from funds provided to University from the Foundation's Unrestricted Athletic Funds to be used at University's discretion in compliance with Foundation's exempt purpose, into an interest bearing annuity established by University.
- b. Except as provided by Section 10(c), below, the total sum accrued in said annuity, including interest, shall become due and payable to Coach upon his successful completion of the Initial Term and any extensions thereof. In the event the annuity becomes due and payable to Coach, University agrees to work with Coach in good faith to make reasonable efforts to transfer the annuity to Coach in the most tax-beneficial manner possible to Coach.
- c. Notwithstanding the provisions of Section 10(b), above, all funds existing in said annuity on January 31, 2021, shall be considered vested. Any and all vested funds shall be withdrawn and released to Coach upon his request, provided this Contract has not been terminated prior to the applicable vesting date.
- d. In the event University terminates this Contract for cause or Coach terminates the Contract without cause prior to the expiration of the Initial Term and any extension thereof, University shall retain all unvested funds in said annuity and shall have no further obligation to Coach under this Section 10.
- e. If University terminates the Contract without cause prior to the expiration of the Initial Term and any extension thereof, Coach shall be entitled to all funds in said annuity as of the date of termination. In addition, University shall pay to Coach, from funds provided to University from the Foundation's Unrestricted Athletic Funds to be used at University's discretion in compliance with Foundation's exempt purpose, a prorated

payment for the portion of the year which Coach remained in his position prior to said termination.

11. Assistant Coach Salary Pool.

- a. University shall provide an Assistant Coach Salary pool for the ten (10) full-time assistant coaches of no less than two million dollars (\$2,000,000) annually.
- b. University shall provide a Strength & Conditioning salary pool no less than three hundred forty-thousand dollars (\$340,000) annually.
- c. University shall provide a monthly stipend of no less than twelve hundred fifty dollars for no less than eight (8) quality control assistants.
- d. University shall provide an annual budget of twenty-five thousand (\$25,000) for an assistant director of player personnel and a minimum budget for fifteen thousand (\$15,000) for a football creative artist.
- e. The Director and Head Coach will mutually agree on the football academic coordinator as well as the team nutritionist.
- f. University agrees to provide an annual budget of fifty thousand dollars (\$50,000) for professional development opportunities for the football staff.

12. Compliance with Law, Policy, and Regulations.

- a. Coach agrees to provide his services consistent with the terms and conditions of this Contract, the laws of the United States of America, and any applicable state law including the Louisiana Code of Governmental Ethics; the policies, guidelines, and requirements of University and the Board; and the constitution, bylaws, rules, regulations, and interpretations of the NCAA and Conference. Coach shall not violate any criminal law of any state or federal government. Failure to comply with this Section may result in suspension and/or termination of Coach's employment as Head Football Coach, or termination of this Contract.
- b. Pursuant to NCAA Bylaw 11.2.1, Coach hereby stipulates that if he is found to be in violation of NCAA regulations, he shall be subject to disciplinary or corrective action as set forth in the NCAA infractions process, including suspension without pay or termination of employment for significant or repetitive violations.

13. Camps and Clinics. With prior approval of Director, President, and University's Vice President for Administration and Finance ("VPAF"), which approval shall not be unreasonably withheld, Coach may hold Football camps and clinics on University Football facilities. Coach shall operate all camps and clinics under the supervision and authority of University. Coach must receive written approval from the VPAF before Coach may manage and/or distribute revenue generated from such camps and clinics. Any such management and distribution shall comply with all applicable NCAA, University, and Board regulations, policies, and procedures, and shall remain subject to the supervision of the VPAF.

14. **Outside Income.** Coach may earn income and revenue from outside sources while employed by University upon approval from President and in accord with Board policies. Coach shall report annually in writing to President through Director all athletically-related income he receives from sources outside University, and Coach shall abide by all NCAA regulations regarding outside compensation. All outside compensation must also comply with the Louisiana Code of Governmental Ethics. Any outside compensation activities shall be considered independent of Coach's University employment; University shall have no responsibility for any claims arising therefrom.
15. **Outside Employment.** Coach agrees that he shall not, personally or through any agent, actively seek, negotiate for, or accept other employment of any nature during the term of this Contract without first having obtained consent from President, which shall not be held unreasonably.
16. **Endorsement/Personal Gain.** Coach agrees that he shall not, directly or by implication, use University's name or logos in the endorsement of commercial products or services, nor shall he use his employee standing as Head Football Coach for personal benefit or gain without prior written approval from President and compliance with Board and University policies. This prohibition includes, but is not limited to, soliciting, accepting, and/or receiving private employment, consultation, gifts, gratuities, speaking engagements, endorsements of commercial products, positions on advisory boards (including those of athletic sporting goods companies, etc.), or a fee based upon any contracts and purchase of goods and services for the Football Program. Any violation of this provision may be considered a conflict of interest and grounds for termination for cause.
17. **Evaluation.** Director or Director's designee shall evaluate Coach annually prior to July 1 of each year of this Contract to determine whether Coach has, in the sole discretion of Director or Director's designee, achieved annual performance targets which shall be communicated to Coach prior to each Football season and from time to time as Director or Director's designee deems reasonably necessary and warranted.
18. **Termination by University.**
 - a. **Without Cause.**
 - i. University may terminate this Contract without cause in the sole and absolute discretion of President, subject to approval of the President of the University of Louisiana System. In such event, and in addition to any sums due pursuant to Section 10(e), above, Coach shall receive a liquidated damages lump sum payment equivalent to seventy-five (75%) percent of the Base Salary remaining to be paid under the unexpired term of this Contract, and seventy-five (75%) percent of the Contingent Premium Benefit remaining to be paid under the unexpired term of this Contract. In addition, Coach shall receive, no later than the last day of the month in which University exercises its right to Terminate this Contract without cause, any compensation or incentive compensation actually earned and accrued but unpaid, as well as all expenses incurred in the performance of his duties but not yet reimbursed or otherwise received by the date of the termination, less all applicable taxes and other

withholdings. Such liquidated damages payment shall be issued by University within sixty (60) days of the date of termination, from funds provided by the Foundation from its Unrestricted Athletic Foundation Funds to be used in University's discretion in compliance with Foundation's exempt purpose and shall not be subject to any offset or recoupment for any compensation Coach may receive for future employment following termination. All other obligations of University and/or the Foundation to Coach shall cease as of the date of termination.

- ii. Payment of the liquidated damages payment under this Section 18(a) shall constitute a full release of any claims Coach might otherwise assert against University, the Foundation, or any of their officers, board members, representatives, agents, or employees as of the date of termination. In consideration of this payment, Coach shall, and does hereby, release and discharge University and the Foundation, their officers, board members, representatives, agents, and employees, from and against any liability of any nature whatsoever related to or arising out of this Contract and Coach's employment at University as of the date of termination, including, but not limited to, any and all claims arising under or relating to any Federal or state constitutions, laws, regulations, or other provision of law.

b. For Just Cause.

- i. University may terminate this Contract for just cause, including but not limited to:
 - 1. Failure to comply with this Contract;
 - 2. Deliberate or persistent failure or refusal to perform duties and responsibilities to best of Coach's ability;
 - 3. Failure to comply with a lawful directive from Director or President, or other insubordination;
 - 4. Serious or intentional violation by Coach of any applicable law, rule, regulation, policy, or guideline, issued by any state or federal government agency, the Board, the Conference, the NCAA, and/or any other governing body, that, in sole judgment of Director or President, reflects adversely upon University or presents a conflict of interest between University and Coach;
 - 5. Condoning, failure to prevent, and/or failure to report any Football Program member's violation of any applicable law, rule, regulation, policy, or guideline, issued by any state or federal government agency, the Board, the Conference, the NCAA, or any other governing body, that, in sole judgment of Director or President, reflects adversely upon University or presents a conflict of interest between University and any Football Program member, provided Coach knew or reasonably should have known of such violation;

6. Failure to cooperate with University, Conference, and/or the NCAA in the investigation of alleged violations of Conference or NCAA regulations;
 7. Prolonged absence from University without University's consent;
 8. Poor performance evaluation by Director not corrected within a reasonable period of time, as determined by University, following notice to Coach; and
 9. Failure to administer the Football Program in conformity with sound fiscal management practices, including, but not limited to, failure to abide by applicable rules and/or regulations of University or Board.
- ii. In the event of a termination under this Section for just cause, Coach shall not be entitled to receive any compensation, benefits, or any other amount from University or the Foundation beyond the date of termination.
 - iii. Coach and University acknowledge that it is not the desire or the intention of University that Coach's employment be terminable for minor, technical, or otherwise insignificant acts of misconduct by Coach, or for minor, technical, or otherwise insignificant University regulations or NCAA or Conference violations which do not entail the risk of Level I or Level II institutional penalties. Prior to termination for cause, University intends to provide Coach with a reasonable opportunity to remedy and/or correct any grounds for termination for cause, unless, in University's reasonable discretion, the grounds for such a termination warrant immediate termination.
- c. **Sole Remedy.** Coach agrees his sole and exclusive remedy, if any, against University and/or the Foundation in the event of termination of this Contract by University for any reason shall be in accordance with the provisions set forth in this Section. In no event shall either University or Foundation be liable for direct, indirect, special, incidental, or consequential damages.

19. Termination by Coach. Coach recognizes his promise to work for University for the entire term of this Contract is the essence of this Contract. Coach also recognizes University's highly valuable investment in Coach's continued employment would be lost if Coach resigns or otherwise terminates his employment with University prior to the expiration of this Contract. Accordingly, should Coach terminate this Contract prior to the expiration of its Term:

- a. All obligations of University and Foundation for any compensation and/or other benefits to Coach shall cease as of the date of termination, notwithstanding any compensation or incentive compensation actually earned and accrued but unpaid, as well as all expenses incurred in the performance of his duties but not yet reimbursed or otherwise received by the date of the termination, less all applicable taxes and other withholdings.
- b. Coach shall pay, or cause a third party to pay, to Foundation within sixty (60) days of the date of notice of termination a liquidated damages payment of:

- i. Two Million Seven Hundred Fifty Thousand Dollars and NO/100 (\$2,750,000.00) if such termination occurs on or before December 31, 2018;
 - ii. Two Million Dollars and NO/100 (\$2,000,000.00) if such termination occurs after December 31, 2018, but on or before December 31, 2019;
 - iii. One Million Two Hundred Fifty Thousand Dollars and NO/100 (\$1,250,000.00) if such termination occurs after December 31, 2019, but on or before December 31, 2020;
 - iv. Seven Hundred Fifty Thousand Dollars and NO/100 (\$750,000.00) if such termination occurs after December 31, 2020, but on or before December 31, 2021; or
 - v. Five Hundred Thousand Dollars and NO/100 (\$500,000.00) if such termination occurs after December 31, 2021, but on or before September 1, 2022.
- c. For a period of one (1) year after the date of termination, Coach shall not seek to recruit any high school junior or senior, or rising junior college athlete, who has officially visited University, unless any new institution employing Coach had contacted or recruited such athlete prior to Coach's acceptance of employment with such institution. The obligations created herein shall survive the termination of this Contract and shall continue in full force and effect.

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

21. **Non-Discrimination.** Coach shall not discriminate against any individual, including but not limited to, in the employment of coaches and other staff and the recruitment of players, because of race, color, gender, age, religion, national origin, citizenship, disability, sexual orientation, genetic information, retirement, or military or veteran status, and shall comply with all federal and state regulations and University policies, and shall require and encourage his staff to participate in training programs offered by University. Furthermore, Coach shall be responsible for and shall require his staff to comply with all University policies and guidelines, including but not limited to those dealing with prohibited discrimination, harassment, workplace bullying, and retaliation.

22. **NCAA Issues.** University has informed Coach of all significant NCAA issues of which it is aware.

23. **Acknowledgement.** The parties specifically agree that the obligations assumed herein relate only to obligations regarding payment and there is no guarantee or promise of continued

employment for Coach at University whether as Head Football Coach or in any other employment capacity.

24. Miscellaneous.

- a. Coach shall be entitled to utilize the applicable University grievance procedure in place at the time in the event of a University decision which Coach reasonably believes has adversely affected the terms and/or conditions of Coach's employment, including a termination by University pursuant to Section 19(b) of this Contract. The procedure currently in place for this situation is the University's Grievance Procedure for Non-Faculty Unclassified Personnel (Policy Document VI).
- b. This Contract and all claims or disputes arising out of or relating to this Contract shall be exclusively governed by and interpreted in accordance with the laws of the State of Louisiana, without regard to conflicts of law principles.
- c. In the event that any dispute arises between the parties concerning any breach of this Contract, the party alleging a breach by the other must provide written notice to the other describing in detail the alleged breach and allow a sixty-day (60-day) period to cure such breach prior to initiating legal action.
- d. Any and all claims or disputes arising out of or relating to this Contract shall be brought in a court of competent jurisdiction located in the Parish of Lafayette, State of Louisiana. The prevailing party in any judicial determination shall be entitled to recover attorney's fees in addition to any other relief awarded by the Court.
- e. If any provision of this Contract shall be adjudicated void, invalid, unenforceable, or illegal for any reason, it shall be ineffective only to the extent of such determination and the validity and enforceability of all the remaining provisions shall not be affected thereby.
- f. Coach agrees as a condition of his employment to abide by the Drug Free Workplace Act of 1988 and to notify University's Office of Human Resources of any criminal drug conviction for a violation occurring in the workplace as soon as he is made aware of the conviction and no later than five (5) days after such conviction. (Note this is a requirement of federal law for all institutions receiving federal funds.)
- g. University may cancel this Contract at any time upon thirty (30) days' notice without further obligation due to lack of funding, or a determination by its governing board to eliminate the athletics program for lack of funds, or a decision to discontinue the athletics program made in accordance with University policy and procedures.
- h. Coach shall be responsible for any and all income tax liabilities, interest, and/or penalties related to any benefits he receives pursuant to this Contract.
- i. The parties agree and understand the terms of this Contract are subject to its recommendation by President and contingent upon approval of Board.

- j. This Contract supersedes all other agreements between the parties, contains all the terms between the parties, and may be amended only in writing, signed and agreed to by the parties, and approved by Board.
 - k. No delay or failure to enforce any provision of this Contract by University shall constitute a waiver or limitation of rights enforceable under this Contract.
 - l. Coach acknowledges he has read and understands the foregoing provisions of this Contract; he has been afforded and has exercised the opportunity to consult with personal legal counsel; the provisions are reasonable and enforceable; and he agrees to abide by this Contract and the terms and conditions set forth herein.
25. **Notices.** Any notice required herein shall be provided in writing, and shall be delivered by personal delivery; a nationally-recognized overnight delivery service; or U.S. registered, certified, or first class mail to such party. Any such notice shall be deemed to have been given either at the time of personal delivery; the day after it is transmitted to a nationally-recognized overnight delivery service; or in the case of mail, as of three (3) days after it is mailed.

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

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

With copy to:
 Dr. Bryan Maggard, Director of Athletics
 University of Louisiana at Lafayette
 537 Cajundome Blvd., Suite 239
 Lafayette, LA 70506

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

Coach:
 William H. Napier
 623 Elysian Fields Drive
 Lafayette, LA 70508

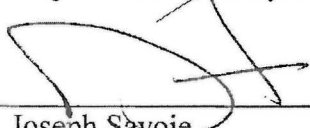
With copy to:
 Pete Roussel
 Coaches Consulting Group
 2700 Post Oak Boulevard, Suite 1450
 Houston, TX 77056

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

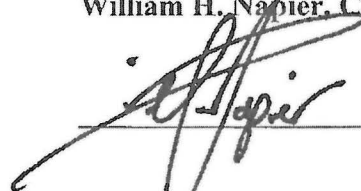
IN WITNESS WHEREOF, Coach and the duly authorized representative of Board have executed this Contract on the dates indicated below.

**Board of Supervisors of the
University of Louisiana System**

William H. Napier, Coach



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



4/11/18

Date

4/11/18

Date

Approved by the Board of Supervisors for the University of Louisiana System at its meeting on the 11th day of April 2018.



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