

**NORTHWESTERN STATE UNIVERSITY**

**CONTRACT OF EMPLOYMENT  
for JAY THOMAS**

**STATE OF LOUISIANA**

**PARISH OF NATCHITOCHEs**

THIS AGREEMENT, made and entered into as of the 5th day of January, 2013, by and between Northwestern State University (hereinafter "University") represented by Dr. Randall J. Webb, President; the NSU Foundation (hereinafter "Foundation"); and Jay Thomas, Head Football Coach of Northwestern State University (hereinafter "Coach").

**WITNESSETH:**

WHEREAS, the University requires the services of a Head Football Coach and has selected the Coach to perform those services,

NOW, THEREFORE, the parties agree as follows:

**1. EMPLOYMENT**

The University does hereby employ Jay Thomas as Head Football Coach at Northwestern State University, and Jay Thomas does hereby accept said employment and agrees to perform all those services pertaining to Head Football Coach as prescribed by the University through the President and the Director of Athletics.

- 1.1. Coach shall be responsible, and shall report, directly to Northwestern State University's Director of Athletics (the "Director") and shall confer with the Director or the Director's designee on all administrative and technical matters. Coach shall also be under the general supervision of Northwestern State University's President.
- 1.2. Coach shall manage and supervise the team and shall perform such other duties in Northwestern State University's athletic program as the Director may assign.
- 1.3. Coach agrees to represent Northwestern State University positively in public and private forums and shall not engage in conduct that reflects adversely on Northwestern State University or its athletic programs.

**2. TERM**

The employment under the terms of this contract shall be for the period January 5, 2013 to February 29, 2016, subject to approval of the University of Louisiana Board Of Supervisors. Upon agreement between University and Coach, and with approval by the University of Louisiana System Board of Supervisors, an annual rollover of the original contract may be initiated.

**3. BASE SALARY**

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

First Year of Contract

One-Hundred Sixteen Thousand Dollars (\$116,000) payable in 26 equal installments:

Second Year of Contract

One-Hundred Sixteen Thousand Dollars (\$116,000) payable in 26 equal installments:

Third Year of Contract

One-Hundred Sixteen Thousand Dollars (\$116,000) payable in 26 equal installments:

- 3.1. The University does not guarantee amounts due under this contract beyond the current year of performance. Should the contract be terminated for any reason, amounts due shall be in accordance with paragraph 9.
- 3.2. The Coach may be eligible for cost of living or merit pay increases in addition to the stated base salary. The Coach is also subject to pay adjustments according to economic circumstances that affect all employees in the unclassified state services.

**4. EMPLOYEE BENEFITS**

The Coach shall participate in the mandatory employee benefit plans and be eligible for optional employee benefit plans as would any other University non-classified employee.

**5. CAMPS AND CLINICS**

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

All revenues from university camps/clinics will be deposited into Coach Thomas' university camp budget. After all expenses are met, Coach Thomas may be compensated up to the amount of surplus remaining in the account, or use the profits to pay his assistant coaches, supplement his university women's volleyball operating budget, or a combination of the three, at his discretion.

- b. Camps operated through the university camp budget will not be subject to facility fees.
- c. Conducting Camps and clinics are considered a part of Coach Thomas' job description related to promoting the University and the athletic department, thus Coach Hernesman will not be required to take leave while conducting camps run through the University camp budget.
- d. Coach Hernesman's camp budget will be charged for a personal injury insurance policy approved by the University for camp/clinic participants.

- e. The Director of Athletics will be the administrative officer of the University who will be advised by the coach of any problems or questions which may arise out of the operation of the camps.
- f. Private Camps

Coach may operate a camp for the teaching of athletic pursuits on University property to the end of better utilization of the facilities and with suitable compensation paid to the University for the use of such facilities. The use of University facilities will be determined by the availability of those facilities as established by University policy.

It is specifically agreed that in the operation of such camps, Coach acts for himself in his private capacity and not as an agent or employee of the University and that this agreement constitutes merely a license to use the property and facilities subject to the conditions hereafter stated.

- Special set-ups or changes in original set-up of facilities will be taken care of by the Coach with no cost to the University.
- The Coach agrees to pay the University all out-of-pocket costs incurred by the University in making the facilities available for the camps.
- The Coach agrees to secure a policy of insurance in a company approved by the University's Risk Management Office under which the Board of Supervisors of the University of Louisiana System, the University, and its agents and servants, are named as the insured (or as an additional insured) which provides:
  - Workers' Compensation and Employers Liability: Workers Compensation limits are required by the Labor Code of the State of Louisiana and Employers Liability coverage if Coach hires any employees to work at such camps and clinics.
  - Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
- Annual leave must be requested to cover the dates of the camp operation for all University personnel involved.
- Complete records will be maintained regarding income and expenditures associated with said camp and available for verification by University auditors.
- The Coach agrees to protect, indemnify and save harmless the University from and against any and all expenses, damages, claims, suits, actions, judgments and costs whatsoever, including reasonable attorney's fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death during the operation of said camp activities.
- The Coach is an independent contractor during said camp activities and, as such, is licensed to use certain facilities of the University. The Coach, as a university employee, will undertake to observe and require campers and its staff to conform to the general rules applicable to the

use of University facilities. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.

- The Director of Intercollegiate Athletics will be the administrative officer of the University who will be advised by the Coach of any problems or questions which may arise out of the operation of summer camps.

## 6. SUPPLEMENTAL INCENTIVE COMPENSATION

During his employment as Head Football Coach, Coach Thomas shall receive a mobile phone with a long distance and text message plan through the NSU Foundation at a maximum monthly rate of \$70 per month. Monthly overages on the mobile phone account will be paid either from the coach's NSU Athletic Association fund raising account or from personal funds.

Coach Thomas will be allowed to obtain a vehicle provided by an automobile dealership. Coach will be required to maintain appropriate insurance as required by the automobile dealership and/or the Director of Athletics and must adhere to all requirements of the Athletic Department courtesy car policy. In addition, an annual \$2,500 stipend for participating in pre- and post-game radio interviews will be provided by the NSU Foundation on an as funds available basis.

Coach Thomas will receive a single earned salary supplement of \$2,000 for winning the regular season conference championship *or* if his team qualifies for or is selected to play in the NCAA FCS playoffs. Coach Thomas will earn an additional \$2,000 salary supplement for each round his NSU team wins in the FCS playoffs and will receive an additional \$5,000 should his team qualify for the FCS National Championship game and an additional \$10,000 if his team wins the FCS national championship. Furthermore, Coach Thomas shall receive a \$1,500 salary supplement should he be selected as "Southland Conference Coach of the Year." These post season earned salary supplements will be paid from athletic accounts in the NSU Foundation.

Coach is also eligible to receive a \$1,000 financial incentive for academic success as defined by University Athletic Department policy. Incentives shall be subject to all mandatory withholdings and are inclusive of employer matches for retirement and Medicare payments. All incentives shall be funded by the NSU Foundation and paid through University payroll.

## 7. OUTSIDE INCOME

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

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

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

Coach shall abide by the rules and regulations of the NCAA, Conference and University rules. If Coach is personally found to be in violation of NCAA regulations, Coach shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA

Constitution 11.2.1). Coach may be suspended for a period of time, without pay, or the employment of Coach may be terminated if Coach is found to be personally guilty of deliberate and serious violations of NCAA, Conference and University regulations (NCAA Constitution 1 1.2.1).

Coach shall also abide by the State of Louisiana Code of Government Ethics, University Policy and Regulations, federal laws, other state laws and the policies and regulations of the University of Louisiana System. In public appearances he shall at all times conduct himself in a manner that befits a University official and shall always attempt to create goodwill and a good image for the University.

9. **TERMINATION**

Either party may terminate this agreement without just cause prior to the expiration of its terms by giving thirty (30) days written notice to the other party. In the event the University terminates the Contract without cause, the Coach shall be entitled to 75% of the base salary that he would have earned in the years remaining in the contract, less compensation received by the Coach from any other employment. Amounts due for the year which comes due during the University's fiscal year ending June 30 shall be paid by the University. The remaining amounts due, which come beyond the current University fiscal year, shall be funded solely by the NSU Foundation. Failure to make reasonable efforts to secure employment shall be cause for termination of this agreement, and release of the Northwestern State University Foundation of any obligations to make further payments. In the event Coach Thomas terminates the Contract without cause, Coach Thomas would be liable to the University for Liquidated Damages on the following basis - Fifty-Thousand (\$50,000) Dollars during the first year, Forty-Thousand (\$40,000) after the second year and Thirty-thousand (\$30,000) after the third year. Should Coach's contract be terminated for just cause, the University shall not be liable for any payments or benefits specified in this agreement past the effective date of termination. Just cause for termination shall include, but not be limited to, violation or gross disregard of state or federal laws, NCAA or conference regulations or university policies or procedures. Prior to termination of Coach, University will obtain approval from the President of the University of Louisiana System.

10. **ASSOCIATE/ASSISTANT COACHES**

The Coach shall have the authority to select the assistant coaches with consent of the Athletic Director, President and approval of the Board of Supervisors. Assistant coaches shall be appointed as University un-classified employees.

11. **AMENDMENT Extension**

This Contract may be amended and/or extended by the mutual consent of the parties.

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

**WITNESSES:**

**NORTHWESTERN STATE UNIVERSITY**

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**BY**

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JAY THOMAS, Head Football Coach

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**BY**

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GREGORY S. BURKE, Director of Athletics

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**BY**

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BRAD LAIRD, Director  
Northwestern State University Foundation

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**BY**

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DR. RANDALL WEBB, President  
Northwestern State University

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**BY**

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DR. TOM LAYZELL, Interim President  
University of Louisiana System

**EMPLOYMENT AMENDMENT  
HEAD FOOTBALL COACH**

**STATE OF LOUISIANA  
PARISH OF NATCHITOCHE**

The Amendment is made and entered into on this 25th day of June, 2013, between the Northwestern State University (NSU) Foundation (hereinafter referred to as "Foundation"); Northwestern State University, through its President Dr. Randall J. Webb (hereinafter referred to as the "University" or "NSU"); and Jay Thomas (hereinafter referred to as "COACH"). This Agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for Northwestern State University.

Whereas, NSU and COACH entered into an original agreement effective January 5, 2013, and whereby NSU agreed to employ and COACH accepted employment as the Head Football Coach of NSU under such terms and conditions as set forth within.

Whereas, the parties now desire to amend the aforesaid Agreements:

Now, therefore, in consideration of the promises herein contained and for other good and valuable consideration, the parties agree as follows:

1. TERM: Section 6.0 shall be amended to include:

During the time of employment as head coach, COACH will have the opportunity to receive the earned salary supplements/incentives outlined in his contract. These supplements/incentives paid to COACH by the NSU Foundation. In addition, these payments shall not be considered earned income for the purpose of computation of retirement benefits. No withholdings will be made from these payments and COACH shall be responsible for all applicable taxes. The NSU Foundation will issue the appropriate informational return to the COACH and to the Internal Revenue Service, and provide a copy to NSU. The potential supplements/incentives are as follows:

- COACH will receive an annual \$2,500 stipend for participating in pre- and post-game radio interviews on an as funds available basis.
- COACH will receive a single earned salary supplement of \$2,000 for winning the regular season conference championship *or* if his team qualifies for or is selected to play in the NCAA FCS playoffs. COACH will earn an additional \$2,000 salary supplement for each round his NSU team wins in the FCS playoffs and will receive an additional \$5,000 should his team qualify for the FCS National Championship game and an additional \$10,000 if his team wins the FCS national championship. Furthermore, COACH shall receive a \$1,500 salary supplement should he be selected as "Southland Conference Coach of the Year."
- COACH is also eligible to receive a \$1,000 financial incentive for academic success as defined by University Athletic Department policy.

This Amendment is effective June 25, 2013 and thereafter, unless amended. All other terms and conditions contained in the Agreements shall remain unchanged and in full force and effect, except by necessary implication.

IN WITNESS WHEREOF, COACH and the duly authorized representatives of University and NSU Foundation have executed this Agreement as of the date first written above.

WITNESSES:

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JAY THOMAS, Head Football Coach

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GREGORY S. BURKE, Director of Athletics

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DR. CHRIS MAGGIO, NSU Foundation

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DR. RANDALL J. WEBB, President  
Northwestern State University

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DR. SANDRA WOODLEY, President  
University of Louisiana System